

# The Solicitors' Journal.

LONDON, MAY 2, 1863.

THE NEW EXAMINATION ORDER, which will be found in our impression of to-day, provides, that from and after the last day of Trinity Term next, the articles of clerkship and any assignment thereof, together with answers to the questions as to due service, are to be left at the Law Institution, within fourteen days immediately preceding the first day of the term in which the applicant is desirous of being examined, previous to his admission as an attorney, instead of being left as heretofore within the first seven days of the term.

A BILL "to amend the law in relation to law costs in her Majesty's Courts of Common Law and Chancery in Upper Canada," has been introduced into the present session of the Canadian Legislature. The bill recites that "the costs now allowed by law in actions and proceedings," in those courts, "are exorbitant and oppressive," and proposes to enact that the table of costs framed by the judges of the superior courts of common law, under the provisions of the Common Law Procedure Act, 1856; the table of costs framed in pursuance of the County Courts Procedure Act, 1857; and the table of costs framed by the judges of the Court of Chancery, on the 3rd of June, 1833; and also every other table of costs, and every order for the allowance of costs now in force in the said courts, shall be repealed and declared void. The bill then proposes to enact a reduced tariff or scale of costs, of which the following are examples:—

To the Attorney.	s. c.	c. c.
£ s. d.	£ s. d.	£ s. d.
Attendance at Judges' Chambers, at Crown Offices, at the Clerk's Office, and all other common attendances in course of a cause .....	0 1 0	0 1 0
IN COURTS OF COMMON LAW.		
Counsel Fees.		
Fee on motion of course, or on motion for rule nisi, or on motion to make rule absolute in matters not special... ..	0 5 0	0 2 6
On special motion for rule nisi (only one counsel fee to be taxed) .....	0 15 0	0 5 0
To attend reference to master or clerk, where counsel necessary .....	0 10 0	0 5 0
For argument on supporting or opposing rule on return of rule nisi, or argument on demurrer, special case or appeal .....	1 10 0	0 15 0
Fee, with brief, on assessment .....	0 10 0	0 5 0
Fee, with brief, at trial in actions of a special and important nature (in county court) .....		1 10 0
Fee, with brief, at trial in cases of tort, or in ejectment .....	2 10 0	
For fee, with brief, in other cases .....	0 15 0	
For fee, with brief, in Queen's Bench or Common Pleas, to counsel in argument or examination in chambers, to be allowed by the judge at the time when he considers the attendance of counsel necessary, not less than .....	0 5 0	
Nor more than .....	0 12 6	
IN THE COURT OF CHANCERY.		
Counsel.		
On argument at Chambers .....	0 5 0	
Fee when cause at issue and set down for the examination of witnesses .....		2 10 0

It is further proposed to enact as follows:—

No judge in either of her Majesty's superior courts of common law, or of any county court, nor the master, nor any taxing officer of the said superior courts shall, after the passing of this Act, increase any counsel fee with brief at trial, or on argument of demurrer, special case, appeal or otherwise, in any case whatever. . . . No retainer shall be allowed or taxed

in any bill of costs; and it shall be the duty of the judge presiding at the trial of any cause wherein such charge is made, to disallow the same, whether such action is contested or not.

The remaining portion of the bill consists of provisions for the taxation of bills of costs in substitution for the provisions now existing by law for the taxation of bills. The Bill is deservedly handled with great severity by our colonial contemporary the *Upper Canada Law Journal*.

THE CONTEST for the Registrarship for Deeds for the West Riding of Yorkshire promises to be very arduous. The two candidates—the Hon. George Edwin Lascelles and Major Fawkes—aided by active committees, are vigorously canvassing the electors, who consist of freeholders having from their freehold property in the West Riding at least £100 a-year. The election is fixed to take place on Monday next, the 4th of May, at Wakefield; but it is expected that the contest will continue two or three days longer. There is no time fixed for the duration of the poll by the Act of Parliament which was passed in the second year of Queen Anne, c. 4 (A.D. 1704), by which the registrarship is constituted, but the scrutators appointed to conduct the election will allow such time as they may think necessary. The agents of the candidates have agreed to a set of regulations as to conducting the election, but some of these, especially one which excludes the votes of female freeholders, are questionable in point of law. The value of the office is not known, but it is supposed to be considerable; and some data will be furnished in a short time, as Mr. R. M. Milnes, M.P. for Pontefract, has just moved for a return of the fees received by the late registrar (Mr. Hodgson) in the years 1860, 1861, and 1862.

WITH REFERENCE to those banks which have been lately established in this country for carrying on business in the British colonies under the English law of limited liability, the *Australian and New Zealand Gazette* remarks that it is difficult to "understand how these institutions will be able to avoid the application of the colonial law relating to banking companies, by which every shareholder is held liable for double the amount of the shares he holds."

IT APPEARS by the annual report of the Civil Service Commissioners recently issued, that the plan of competitive examinations for clerkships, &c., has not yet been introduced into the following (amongst other) offices—viz., Admiralty Court and Registry, Criminal Law Accounts (Examiners Office), Lunacy Commission, and the legal offices generally.

THE CHIEF JUSTICE of Hong Kong, Mr. Adams, intends to leave that colony for Europe by the next mail steamer.

THE JURIDICAL SOCIETY will hold its next meeting on Monday, the 4th of May, at eight o'clock p.m., precisely, when Mr. Francis S. Reilly will read a paper on "The Provisions of the Foreign Enlistment Act relating to Ships."

## THE CERTIFICATE TAX.

Nearly ten years have passed since any effort has been made by the attorneys and solicitors of England to get rid of the unjust and obnoxious tax to which they are subject in the shape of annual certificate duty; and at the urgent request of some of our correspondents we now advert to the topic. Few questions relating to the profession have been so ably handled and so well urged upon the attention of the Legislature as that which relates to the imposition of this odious poll-tax. It is now nearly twenty years since the Incorporated Law Society first presented a petition to the House of Commons, submitting that the duty on annual certificates was not founded on any just or equal principle of taxation, but was a personal and partial tax which ought to be repealed. Again in 1842, when a general tax was imposed upon all incomes, the same vigilant body pointed out

to the House of Commons the unfairness of continuing a "duty" which, in fact, amounted to an average of four per cent. on the incomes of attorneys and solicitors. From year to year similar petitions were for some years presented to Parliament, and Lord Robert Grosvenor, in 1850, upon a motion for leave to bring in a bill to repeal the duty, succeeded in eliciting considerable support from prominent members of the House of Commons, amongst others Sir Frederick Thesiger and Sir Alexander Cockburn; and upon an adjourned debate leave was obtained by a majority of nineteen in a tolerably full House. In several divisions which afterwards took place during the progress of the bill, the House affirmed its principle, but it was finally lost upon the fifth division, taken at a very late period of the session, after it had passed through committee. Less successful efforts were again put forth in the two succeeding sessions, when Sir Frederick Thesiger and Lord Robert Grosvenor brought in a bill for the complete repeal of the duty; but in 1853 they succeeded, by a majority of fifty-two, in obtaining leave to bring in a bill, both the advocates of the measure having made unanswerable speeches on the subject. So convincing was the case put to the House that there was every probability of the measure being then carried if the Chancellor of the Exchequer had not come forward with the proposition for the partial reduction of the tax, which was afterwards carried into execution. It should not be forgotten how entirely this boon was due to the exertions of the Incorporated Law Society. Its counsel and late secretary, Mr. Maugham, for years exerted themselves to the utmost to obtain a total repeal of the impost, and it is to them that the profession is indebted for the relief which has been obtained—not only a reduction of the annual certificate duty but also in the stamp on articles of clerkship. It is certainly less unpleasant to pay six or nine pounds a-year than eight or twelve, and the aggregate sum thus saved to the profession is some compensation for the struggle which was necessary to obtain it. It may be doubted, however, whether upon the whole the success of 1853 has not been a misfortune. It certainly had the effect of postponing all discussion for some years, if not indefinitely. The House of Commons was previously so well imbued with a sense of the injustice perpetrated upon attorneys by this partial imposition that there was then every prospect of its total repeal before long. It was also no slight matter that the profession itself had made up its mind on the subject, and was determined that its complaint should be heard and remedied. A remedy was obtained, but it was only partial. It was sufficient, however, to abate the zeal of the profession and to induce the feeling in Parliament that the attorneys ought no longer to complain, or at all events that they should accept what they got as a good instalment, and should be content to give long credit for the balance. It was no wonder, therefore, that in 1853 the matter should be allowed to drop, and indeed it is not impossible that Mr. Gladstone may be disposed to regard the Act of that year as a final settlement of it. We cannot, however, view it in that light, and the communications on the subject which frequently reach us, convince us that a large number of attorneys and solicitors still feel the tax as unfair and unjust, if not quite as oppressive, as ever.

The certificate duty on attorneys was first imposed in 1785, and was intended only as a temporary expedient to make up an expected deficiency in the Shop Tax. It was originally only £5 a-year for town, and £3 for country; but in 1804 it was considerably increased, and in 1815 it rose to £12 for town, and £3 for the country. The Act of 1853 reduced these sums, as we have mentioned, to £9 and £6 a-year. But even this reduced duty is a serious burden to a large number of persons. Indeed, taking into account the greatly diminished profits of the profession, the tax is now proportionally heavier than it was a few years before the reduction took place, so that practically there has been no remission whatever of this partial and

vexatious burden. It is, therefore, desirable once more to call the attention of the Legislature to the subject, and to adopt the only constitutional means for this purpose—petitions to the House of Commons. No bill for the repeal of the tax will have any chance of success unless it is well backed up by petitions from the profession itself. On the other hand, there is every reason to expect that if the attorneys and solicitors in the metropolis and throughout the country will only bestir themselves they would soon succeed in obtaining the relief to which they are unquestionably entitled.

It is hardly necessary to adduce in detail arguments to convince *solicitors* that the tax is unjust and oppressive. With the view, however, of aiding those who may desire to present petitions to Parliament, we state the following reasons for its entire abolition:—

1. The imposition of the certificate tax is a piece of class legislation, and is wholly inconsistent with the true principles of political science.

2. It is insulting to attorneys and solicitors, because instead of classing them for purposes of taxation with members of other liberal professions, it classes them with pawnbrokers, hawkers, and pedlars, who are moreover exempt from any previous taxation in the shape of stamp duty, such as attorneys and solicitors pay on their articles of clerkship, and on admission to the ranks of the profession.

3. Its effect is to make attorneys and solicitors pay an additional income tax, which is calculated to be not less than four per cent. per annum.

4. Even amongst the class subject to this impost, its operation is unequal. While it is a comparatively trifling tax in some cases, it is excessively burdensome in many others. It is well known that the profits of a large number of practitioners do not exceed £150 a-year on an average; and the severe pressure is strikingly shown by the inability of several hundred attorneys to pay the duty each year by the time fixed by the Act. The statistics upon this point are distressing.

5. All the persons subject to this annual tax have already paid, in the shape of stamp duty on articles of clerkship or on admission into the profession, sums very much exceeding what is paid for admission to the Bar or to either of the other learned professions. The stamp duties paid by the medical profession are extremely light: those paid by attorneys are so heavy that upon a fair average calculation they would of themselves represent an annuity payable to Government almost equal in amount to the duty payable at present for the annual certificate.

6. Parliament has by its recent legislation considerably increased the necessary outlay for the education of attorneys by requiring articulated clerks to pass preliminary and intermediate as well as final examinations, and while this supplies a reason for lightening the special taxation of attorneys by abolishing the annual payment, it removes the apology which has hitherto been sometimes offered for such a heavy burden, on the ground that the power of bearing it was almost the only test of an attorney's responsibility or fitness for his office, inasmuch as now the new educational tests much better answer this purpose.

7. The amount of revenue derived from this source is comparatively insignificant, and the tax was originally imposed at a time when the Legislature sanctioned numerous emoluments to attorneys, of which they have been deprived in recent years; and although the procedure of the Courts has been entirely revised, and the profits of attorneys thus greatly reduced, there has been no revision of the scale of remuneration to attorneys, and they are still compelled to submit to an inflexible tariff which was originally framed for a different state of things.

A fortnight ago we inserted in our columns the form of a petition to the House of Commons, which was sent to us by a country correspondent in the hope that it would be generally adopted throughout the provinces. We entirely approve of this suggestion, and in order to

give practical effect to it we have had a petition in the same form prepared for presentation to the House of Commons, and some country solicitors have already forwarded their names to us with authority to attach them to the document. The best plan is for the solicitors of each locality to write their names on a sheet of ordinary draft paper, and to authorise the publisher of this Journal to attach the signatures to the petition. No time ought to be lost, as the session is already somewhat advanced, and it will be desirable to present the petition in the course of the next two or three weeks. The form of the petition will be seen at *ante*, p. 456. It will be very undesirable to allow the session to pass without at least putting in a claim for the repeal of this impost; and at the same time, any petition that is presented ought to be so numerously signed as to represent fairly the general wish of the profession. SIGNATURES THEREFORE SHOULD BE FORWARDED WITHOUT DELAY.

#### THE BISHOP OF EXETER AND MR. SHUTTE.

Unlike the Emperor Charles V., the Bishop of Exeter has no wish to walk at his own funeral: in other words, he does not care to devote his old age to the perusal of his own "Life and Times," and in reply to the polite but pertinacious invitation of one of his own clergy, his Lordship distinctly refuses in any way to countenance so useful but premature an undertaking. The law, no doubt, allows no man to enjoy a copyright in his own actions, and, apart from considerations of libel, will not restrain any one from writing or publishing the life of any one else, living or dead, willing or unwilling. At the same time a protection is thrown over correspondence, and the publication of letters without the consent of the writer has been constantly restrained by the Court of Chancery from comparatively early times. Lord Eldon, it is true, in *Gee v. Pritchard*, 2 Swan. 403, seems to have entertained some doubt as to the jurisdiction of the Court to interfere with the publication of letters. But he did not in that case allow his doubts to outweigh the doctrine which had been distinctly enunciated by Lord Hardwicke in the case arising out of the attempted publication, by the notorious Edmund Curll, of the correspondence between Pope and Swift, and followed by Lord Apsley and other judges of the court. The jurisdiction to restrain such publication is founded on a right of property in the writer equal, or rather superior, to that of the receiver, who, in the language of Lord Hardwicke (2 Atk. 342), at most "has only a joint property with the writer." Premising thus much, the case of the *Bishop of Exeter v. Shutte*, which enlivened the proceedings of Vice-Chancellor Wood's Court in the course of last week, arose out of what the right reverend plaintiff interpreted as a threatened intention by the reverend defendant to publish in his forthcoming "Life and Times of the Bishop of Exeter" selections from a correspondence extending over forty years, which had somehow or other been placed in his hands as materials for the work. Probably the Bishop has no wish to see again raked up the angry struggles and conflicts in which his youth and middle life were so hotly engaged, still less to have his own letters from so far back as 1813 published to the world and made the subject of comment and criticism. But in any case Mr. Shutte was hardly the person that his Lordship would have selected as his literary executor, or rather executioner. The existing relations between that gentleman and his diocesan did not augur well for the success of the undertaking, so far as it depended upon the assistance and sympathy of the person most interested. For it appears that a year or so previously a correspondence of an acrimonious character had taken place, in reference to the "Life of the late Rev. Henry Newland" (a domestic chaplain of the bishop), upon which Mr. Shutte was engaged. The Bishop, interpreting some expressions in a letter as amounting to an intention to publish letters written by himself to Mr. New-

land, threatened to apply for an injunction forthwith, feeling it his duty "to interfere thus decidedly in order to stop such an outrageous violation of all decency." Mr. Shutte, whose letters by no means equal in vigorous brevity those of his diocesan, regretted, in a voluminous answer, that his lordship "should have replied with so much warmth to a letter which was intended to be perfectly respectful," and denied any intention of publishing "the whole or any part of your Lordship's letters." Something more than a year had elapsed when Mr. Shutte again opened a correspondence with the Bishop. He has been invited by a firm of "eminent publishers" to get up a life of the Bishop, and though "deeply sensible of the responsibility which has fallen upon" him, it appears that "the terms were so liberal, that after careful consideration," he "could not refuse to undertake the work." All this he states in a letter, and after some "soft sawder" as to "enduring services rendered to the Church by your Lordship," "forefront of the Church's battle," &c., &c., intimates that his Lordship's assistance "on doubtful and difficult points," will be very serviceable. His Lordship, however, is not moved by Mr. Shutte's flattery, and simply replies by his chaplain that "he feels that he has no right to object to the undertaking, but declines to give any encouragement to it, or to have anything to do with it, and requests" him "to abstain from applying to him for particulars." Some months later the Bishop, who probably was congratulating himself on having put an end to Mr. Shutte's correspondence, is informed by his pertinacious biographer that "a great number of letters, written by your Lordship between 1813 and 1858, have been placed in my hands, as materials for the work on which I am engaged, and I think it possible that selections from them will be valuable as well as interesting," with an offer to submit the extracts proposed to be used for his Lordship's approval. The Bishop flatly refuses any personal communication with the rebellious priest, but adds, in despair, that on seeing the letters (but not Mr. Shutte) he will tell him whether he allows the publication of them or not. One would have supposed that his Lordship's proposition was reasonable enough. He had been wearied and badgered for months past by this literary clergyman, who, within the sacred precincts of the cathedral, had been taking notes and threatening to print them; and now, not content with insisting upon immortalizing him against his will, held, in *terror* over the episcopal head, the correspondence of forty years, and, worse still, the threat of a personal interview, in which to "settle" the letters. Anything rather than a morning with such an insufferable bore—thought the Bishop—so he offered, not very graciously perhaps, but still distinctly enough, to look at the letters, and then answer the question as to their publication. But this will not serve Mr. Shutte's turn. He assumes the air of an injured man, and complains that if he submits the letters to the Bishop without receiving "your Lordship's assistance towards supplying myself with reliable matter," he shall be in a very unfavourable position with the public. It will appear that he is writing under the Bishop's direction while he is not receiving the assistance which could alone make the book valuable. The Bishop is invited to consider the position, for to Mr. Shutte it is plain "that if I cannot have your Lordship's free assistance, I have no alternative but to fulfil my engagement with the publishers in the best way I can."

Most persons would interpret this letter as containing a threat to publish the forty years' correspondence whether the Bishop gave his consent or no; and this in retaliation for not receiving that "free assistance" and supervision which his Lordship had distinctly refused, but the public had been led to believe was forthcoming. In other words, Mr. Shutte seems to have asserted some right of enforcing specific performance from the Bishop of the engagement with the publishers entered into by Mr. Shutte for his own private benefit,



and in defiance of his diocesan. If the letter did not mean something of this sort, we can only say that Mr. Shutte is singularly unfortunate in his mode of expressing himself. The Bishop took this view, and obtained an injunction which remained in force from August, 1862, till the present month.

Of course, as Mr. Shutte has, after an interval of four months, denied upon oath that he ever intended to publish the letters unless consent had been obtained, he is entitled, as the Vice-Chancellor said in his judgment, to the full benefit of that statement in spite of the apparent inconsistency, and in spite of the long and unexplained delay in making it. Upon this denial the case, when recently brought to a hearing before Vice-Chancellor Wood, entirely turned. The injunction restraining the publication of any letters written or sent by the Bishop, or any extracts, &c., was obtained in August last, and appears to have been submitted to by the defendant, who, at all events, did not move to dissolve the injunction. The jurisdiction of the Court to restrain, at the instance of the writer, the publication of his letters was not questioned at the hearing, and the opposition to the attempt on behalf of the plaintiff to make the injunction perpetual was rested upon the denial of the defendant, contained in an affidavit sworn by him on the 1st of December, to which we have already called attention. Some rather *ad captandum* appeals as to harsh and oppressive conduct in the matter by his Lordship were addressed to the Court by Mr. Shutte's counsel, but although they might possibly have told with an Exeter jury, they were not calculated to produce much effect upon the less impressionable mind of an equity judge. Vice-Chancellor Wood commented, in terms of well merited severity, upon the conduct of the defendant in insisting upon publishing the life of the bishop after the decidedly expressed opinion of his Lordship upon the subject, and still more in his obtaining and reading without the sanction of the writer, a private correspondence extending over more than forty years. His denial of any intention to publish those letters without consent first obtained, might indeed acquit him from any offence against the law, but did not justify his conduct in point of morality or good taste. His letters certainly bore the *prima facie* aspect of a threat, and an intention to publish the correspondence with or without the bishop's leave. But as he had sworn most distinctly that he never had any such intention, he must be believed, and on that ground, and that ground only, the bill must be dismissed, but certainly without costs. With this conclusion, which was in reality imperative—for the alternative was the dismissal of the bill, or a charge of perjury against Mr. Shutte—we may leave that reverend gentleman to the enjoyment of his victory, such as it is. The case, though singular in its details, presents no feature of novelty in its legal bearings, for the property of a writer in his letters, and the jurisdiction of a court of equity to restrain their publication without his consent, remains unshaken, and indeed was not questioned. In this particular case the reading public have no doubt suffered; as, judging by the specimens given in the pleadings, the letters of the Bishop would have assured the success of any book, even under the editorship of the Rev. Mr. Shutte. Let us hope that some more favoured *vates sacer* may yet arise to chronicle the deeds of Henry of Exeter, and with full sanction give to the world his Lordship's terse and vigorous compositions.

#### UPON THE RIGHT OF BEARING AND CHANGING NAMES.

(Conclusion.)

When positive law lays down rules upon the origin of a relation, upon the acquirement of a position, the stamp of law is thereby impressed upon the relation or

the position; that is, it also in some way enjoys judicial protection. If therefore the decisions mentioned in the foregoing treatise on the acquirement of names are positive law, a judicial protection over the relations of names will also be easily proved, and both indicate the substance of the laws of nomenclature.

1. It would be at first hardly disputed that a name coming to a person according to the rules laid down might not be assumed, borne, and used under all circumstances. I know, indeed, of no legal contest on this subject, but one may well be conceived. A husband, for instance, is convinced that the child born of his wife was begotten in adultery; he finds means to have the child brought up under another name, in complete ignorance of his real family relations, but perhaps without alienating the inheritance which was to be his. Later the child obtains news of these relations, and he can then, if he will, assume and bear the paternal name. Will he not be able to carry through the so-called *actio de filiastione*, and thereby establish his claim to this name? I do not doubt it. And this right is not affected by the fact that the right to the name is included in the legal consequence of his express recognition by the judge as a legitimate child. For it is quite conceivable that the child's interest might be limited not to family rights, nor rights of inheritance, nor to the avoidance of the stain of illegitimate birth, but to the acquirement of the name, and that the judgment referring to the principal point might be as follows:—"That the plaintiff was entitled to assume and bear the name of F."

2. To this right would naturally correspond the right of requiring from all other persons the recognition of the name acquired according to legal rules. And on any injury done to this right a so-called *actio præjudicialis* would take place, and the goal be reached even if the recognition of the name were only expressed as the legal effect of a certain position, as for example, that of wife or of adopted son, &c. For here, also, it is conceivable that the whole interest might be limited to the recognition of the name.

3. The significance and the purpose which general or family names have acquired in modern law carry with them the right to convey names to certain persons, in the manner determined by positive law; for instance, to legitimate children, to a wife, &c.; and any injury or impeachment of this right would be met by a "prejudicial" complaint. I do not doubt that with such a complaint, for instance, a mother who wishes to give her illegitimate child her family name, may appear against her seducer, who, asserting his paternity, wishes to convey his family name to the child. The rarity and practical improbability of such a case, and generally of contests about the giving and bearing of family names, does not preclude an examination into the judicial position of the whole question. On the other side it must however be maintained, that probably in most of the contests on the giving and bearing of family names the basis or foundation of the decision is to be taken not from the law of nomenclature itself, but from other circumstances. A frequent circumstantial foundation will be *injuria* or *damnum*.

Finally, under all circumstances, as according to our view, nomenclature has a public legal side, if with injury done to this is combined an injury to the private legal side, redress of this injury is to be sought through the medium of the police or government authorities whom it concerns.

4. The most doubtful and most contested question is whether the right to a fixed name, legally acquired, involves the right to forbid another to assume and bear that name. Einert, who generally acknowledges no private legal side to nomenclature, denies that individuals possess any right to their names, and still less to the prohibition of another from assuming the same. On the contrary, the Leipsic Faculty of Jurists, on the grounds of a judgment delivered in 1781, acknowledge

\* From the German of Dr. Robert Hermann, of the University of Jena.



an absolute right of prohibition:—"because no one can be hindered from forbidding to a third person the use of his name." "Generally, however, the right belongs to every individual of forbidding to a third person the use of his name."

Between these two aspects, in a certain measure, lies Wiarda's view, which maintains a right of prohibition, directly the name is taken in respect or with reference to a certain person, who thereby acquires the right. The foundation of this view—that the name is a private possession of the person or family concerned—is evidently untenable.

From this right of prohibiting a third person from assuming the same name, proceeding from a right to a name in itself, is to be distinguished that right of prohibition, which the grounds of decision already cited in § 325 of the Royal Saxon Upper Tribunal of Appeal recognise: "Whoever will prevent another from assuming his name must ground his opposition on the assertion that injury arises to him from the act, and prove the same." This may equally be said of the right of prohibition which Einert maintains; for here the complaint is about the renunciation or refraining from the assumption of the name based on an injury caused thereby. Einert's argument is extremely subtle and interesting—"I believe," says Einert, "that we already, according to the *C. in Cod. de Mutatione Hominis*, are shown a right of opposition, which we attribute to the injured or rather the threatened party, and on a complaint which he is at liberty to make, not only when he desires satisfaction for an injury done him, but also when he demands the renunciation of the name, which demonstrably cannot subsist *sine aliqua fraude*. The Emperors enact, according to my opinion, that a civil complaint shall be made to obtain the renunciation of the assumed name—an *actio doli*, if the *dolus* can be proved. How could the judge, if he became convinced of the existence of the *dolus*, allow it to continue? Thereby we arrive at a right of complaint of an entirely peculiar kind and supposition. The right of complaint of which I here speak does not rest upon a bare condition of name-bearing, nor upon what may be called a *dominio nominis*, upon a *jus in re*, which is already excluded, since the Roman jurists might not treat a man's name as a *res que in bonis censetur*. There is, therefore, no absolute right of prohibition. But the *actio doli* may, according to my opinion, as a restraint on a special relation of the *frans* to the honour of a citizen of the state, be consigned to the category of the *actio injuriarum*." This expedient, proposed by Einert, in many cases certainly applicable, rests on his last ground, like the view taken by Wiarda and the Saxon Upper Tribunal of Appeal. The choice, bearing, and alteration of names is in itself free, according to the enunciation of the Roman law. For the reason that we hold this enunciation to be unpractical and inapplicable, that we acknowledge, moreover, legal rules upon the acquirement of family names, the whole question of a so-called right of prohibiting or opposing a third person who attempts to assume and bear our name, receives another and subordinate significance. In every arbitrary alteration of the family name, according to legal rules innate, or acquired by certain events, although entirely *sine fraude*, we must perceive a disregard or contempt of an enunciation of public law. The removal of this contempt is a matter which concerns the police and government authorities entrusted with the conduct and maintenance of nomenclature. We do not doubt that these may step in *ex officio*. But if an individual whose name a third has arbitrarily assumed or received wishes to engage them to take this step, the proof must suffice that the name was so assumed or received with regard and consideration of his name and person. This proof is his *legitimo al causam*. By the maintenance of the decisions of public law, his interest in not having his name arbitrarily assumed and borne by a third will be sufficiently

guarded. Only in the quite singular cases, where the nature of the circumstances requires an *impositio* or an *electio nominis*, as with foundlings, and at the naturalization of a Jew, an appeal to those decisions on the mode in which family names may be acquired will be no safeguard against the assumption. As, however, in this case, anyhow, a *causa cognitio* of the authorities must take place, the proof that the name in question was chosen with a regard to his person will sufficiently protect the individual against any improper assumption of it.

### III.—POSITION OF THE DOCTRINE IN THE SYSTEM.

From the previous treatise on the relation of persons to their names, on the acquirement of names, on judicial protection and the substance of the law of names the character of their legal relations becomes obvious, and from thence their position in the system.

Two sides or relations meet and join here as in other institutions, a public and a private legal side; in the question before us only the last is of interest, although we cannot entirely ignore the first.

Considered as a private legal relation, it must now be undoubtedly classed among private rights, which we now look upon as personal rights, that is, as rights springing from the legal existence and position of the person. And since these personal rights are divided into alienable and unalienable, hereditary and non-hereditary, we should reckon the right of a person to his name amongst the first class—according to the analogy of the so-called rights of hereditary rank, for instance, of nobility; and therefore place it amongst the personal rights transferrable according to fixed rules. Our ancestors would, if they had seen the institution of family names in its present function and significance, have undoubtedly placed it in the class of innate rights; they would have looked upon the relation of the person to his family name as on that to his rights of citizenship (according to the system of personal rights) or to his hereditary rank. And that which they maintain of both the latter:—"no one may acquire another right than that which he is born to,"—they would, we are persuaded, have maintained of family names.

It is another question whether our law of nomenclature—namely, the questions about the significance, choice, alteration and protection of the family name, deserve a special representation and mention, even if only one embracing their outlines in a system of German private law. We are inclined to vindicate their claim to a place; and the more so, as already isolated enunciations are met with, casually indeed, and without statement of reasons, in the system hitherto followed; for example—that the wife takes her husband's name; that the adopted child takes the name of his elected parents or adds it to his own family name; that so-called bridechildren have a right to their father's name, &c.

A union with the so-called doctrine of the person as the bearer of the legal relations is almost enforced by the circumstances; and I do not deny that I have always wondered that those who in their systems mention the ecclesiastical and civil registers as the proof of the position of a person in a family and in civil society, have not thereby been drawn into the consideration and mention of nomenclature.

### EQUITY.

#### SPECIFIC PERFORMANCE—DAMAGES.

*Cory v. The Thames, &c., Company*, V.C.W., 11 W. R. 589.

Sir Hugh Cairns' Chancery Amendment Act, 1858, conferred very important and useful powers upon the Court of Chancery in specific performance and injunction cases. It enacts that in all cases where the Court has jurisdiction to entertain an application for an injunction or for specific performance, "it shall be lawful for the same Court to award damages to the party injured either

in addition to or in substitution for such injunction or specific performance, and such damages may be assessed in such manner as the Court shall direct." In point of logic there is some incongruity in the notion that a court of equity may give damages in substitution for an injunction, or for specific performance. The ground of its jurisdiction in specific performance is the inadequacy of the remedy at law, and therefore the Court has always been in the habit of refusing such relief where damages or a payment of money would be an adequate satisfaction or performance of a contract. In theory, therefore, there will always be no little difficulty in substituting damages for specific performance, and care must still be taken to distinguish between cases that would properly be the subject of relief by specific performance, and those in which the proper remedy would be at law, as it is quite clear that the jurisdiction to substitute damages does not extend beyond the cases in which the Court might decree specific performance, and is therefore, *ex hypothesi*, confined to those in which damages are not an adequate remedy. At the same time everybody knows that the inadequacy of this remedy is in many cases purely theoretical, and it is sometimes the only one possible at the period when the cause comes on for hearing, although the plaintiff when he filed his bill might honestly have been able to allege a case that would entitle him to a decree for specific performance. In addition to this class of cases, there is another large class, in which Sir H. Cairns' Act has been found of great utility—namely, those where specific performance itself would not be the full measure of relief to which a plaintiff is entitled. In such cases, until the Act of 1858, he was generally compelled to resort to a court of law, if he sought damages for delay or partial non-fulfilment of the contract. In a certain limited class of cases no doubt courts of equity sometimes asserted their jurisdiction to give compensation in respect of defects in the subject matter of the contract; but in modern times a marked distinction was set up between compensation and damages. This was found to be very arbitrary and inconvenient, and constantly hampered the proper action of the Court, and all difficulty on this head has been put an end to by the Act of 1858.

In the above-named case Vice-Chancellor Wood held that a plaintiff who had filed his bill for specific performance of a contract and compensation in damages, but obtained performance from the defendants before the suit was brought to a hearing, did not thereby lose his right to consequential relief in damages in respect of the injury occasioned to him by the delay of the defendants in performing the contract. "The relief prayed," said his Honour, "was two-fold—specific performance of the contract, and damages for the breach in performance. The defendants, because they offered to make good one wrong, were not on that account entitled to say that the plaintiff must lose the second part of the relief prayed. It was quite true that the relief in damages was consequential, but a defendant could not be allowed to have it at his option, by performing the equitable portion of the relief, to deprive a plaintiff of the consequential relief conferred by statute (21 & 22 Vict. c. 27), or turn him over to a court of law for the completion of his remedy. Such a course would quite frustrate the purpose of the Act without really being of any benefit to either plaintiff or defendant."

It is probable that his Honour would have arrived at the same decision even if the bill had not prayed for damages as a part of the relief sought by the plaintiff, inasmuch as the Act enables the Court to make such a decree in all cases where it has jurisdiction to entertain an application for specific performance; and indeed, Vice-Chancellor Stuart in a recent case decided that it was therefore unnecessary to pray for such relief in order to enable the Court to grant it.

PRINCIPAL AND AGENT—OVERSEERS OF PARISH—  
LIABILITY TO ACCOUNT TO SUCCESSORS IN OFFICE.—The  
overseers and churchwardens of a parish within the me-

tropolis filed a bill against the defendant, who had been appointed collector of rates by the plaintiffs' predecessors in office, but who had ceased to be such collector prior to the succession to office of the plaintiffs, praying an account of the rates collected by the defendant, and the delivery up of certain rate-books in his possession. The defendant's defence to the suit was, first, that he had never been employed as the agent of the plaintiffs, and therefore was not liable to account to them; and secondly, that he had already accounted to his employers, the plaintiffs' predecessors in office. Held, that the defendant was liable to account to the plaintiffs for the rates received by him, and that although the plaintiffs could not open any account settled between the defendant and their predecessors in office, they were at liberty to surcharge and falsify the same.

The Court directed that in taking the accounts the defendant was to have all just allowances, but that he must pay the costs of the suit up to and including the hearing. —*Sellar v. Griffin*, M. R., 11 W. R. 583.

WILL—SUBSTITUTION.—Gift by will to such of the testator's nieces as should be living at his death, with proviso that if any of his nieces should die in his lifetime leaving any child who should be living at the testator's death, and should attain twenty-one, such child should represent and stand in the place of his parent, and should be entitled to the same share as well original as accruing as his parent would have been entitled to if living at the time of his (the testator's) decease. One of the testator's nieces died previously to the date of the will, leaving a child who survived the testator and attained twenty-one. Held, that the gift to the children of the testator's nieces was not substitutional, but that the child of the niece who was dead at the date of the will was entitled to participate in the testator's property.—*Re Chapman's Will*, M. R., 11 W. R. 578.

## COMMON LAW.

### LIABILITY OF LIVERY STABLE KEEPER.

*Day v. Bather*, Ex., 11 W. R. 575.

There is a bill now before Parliament proposing to limit the liability of innkeepers; but after the debate which it elicited there is not much probability of its becoming law during the present session at all events. The above-named case, therefore, is worthy of attention at our hands all the more because it will not cease to be interesting before the close of the present year of her Majesty's reign. The facts were shortly as follow:—

The plaintiff arrived with his gig and mare at the defendant's inn. The ostler took the gig and mare round to the stables, and the plaintiff went in and used the inn. The plaintiff then left the inn, and was absent about a fortnight, but left the gig and mare at the inn. During the absence of the plaintiff an accident happened to the mare. It was proved that an arrangement existed between the defendant and the ostler, that the ostler should use the stables of the inn, and should pay no rent and receive no wages, but should attend the guests at the inn, and other persons in the town, and provide the hay and corn for the stables, but of this arrangement the plaintiff had no knowledge; and under these circumstances the Court of Exchequer held that the defendant was liable for injury to the mare, the ostler being apparently the servant of the innkeeper.

The points made in the argument on behalf of the innkeeper were—1, that the owner of the horse was not a guest at the inn; 2, that the relation of master and servant did not exist between the innkeeper and the ostler. The Court, however, were unanimously against the innkeeper on both these points. Pollock, L.C.B., considered that the innkeeper was liable as such; and Martin, B., was of opinion that she would have been equally liable whether as innkeeper or livery stable keeper. The leading case upon the subject of the liability of innkeepers is *Culy's case*, 8 Co. 32, 1 Sm. L. C. 4th ed. 87. There it

was resolved that if a man comes to a common inn and delivers his horse to the ostler, and requires him to be put to pasture, which is done accordingly, and the horse is stolen, the innholder shall not answer for it. Lord Coke, in remarking upon the ancient writ in such a case, points out that the inn must be a common inn, and that the innholder shall not be charged unless there be a default in him or his servants in the safe keeping of the guest's goods within the inn. The livery of horses has been generally considered as part of an innkeeper's proper business, and there are many cases in which it has been so treated:—See *Bennett v. Mellor*, 5 T. R. 273; *Jones v. Tyler*, 1 Adol. & E. 522. Indeed, in *York v. Grindstone*, 2 Lord Raym. 860, it was held by three judges against the opinion of Lord Holt that if a traveller leave his horse at an inn and lodge elsewhere, yet he is, for the purpose of the rule in question, to be deemed a guest. On the other hand, in *Smith v. Dearlove*, 6 C. B. 132, where an innkeeper received a carriage and horses to stand at livery, it was held that the innkeeper had no lien for his charges, because they did not come into his possession as the innkeeper of a guest, although the evidence there was that the owner took occasional refreshment at the inn, and had a friend supplied there with lodging and refreshment on his credit. The last-mentioned decision appears to be opposed in principle to several other reported cases which in such a case would be authorities for making the innkeeper liable as such; and we have seen that it is expressly opposed to the decision in *York v. Grindstone*. See also *Allen v. Smith*, 9 Jur. N. S. 230. In the above-named case of *Day v. Bather* the plaintiff had used the defendant's inn, and although the damage was done to his horse during his absence, there appears to be no room for the contention that the defendant was not properly liable as an innkeeper.

**HACKNEY CARRIAGE ACTS.**—If a cabman convey more than two persons in his cab, he is entitled to demand sixpence extra for each person above the number of two, although the person for whom he so demands it is under ten years of age, and although two persons under that age only count as one adult.—*Norton, Appellant, v. Jones, Respondent*, Q. B., 11 W. R. 573.

**EJECTMENT.**—The claimant in ejectment has a right to interrogate the defendant, in order to discover whether he be the real defendant or not; and if it appears that he is the nominal defendant only, the claimant has a right to ask who the real defendant is.—*Shetchley v. Conolly*, Q. B., 11 W. R. 573.

#### COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Lord Chief Justice COCKBURN and Justices CROMPTON, BLACKBURN, and MELLOR.)

*April 27.—Ex parte Pitman.*—In the matter of an Attorney.—This was an application against an attorney to strike him off the roll for misconduct. He had been attorney for a gentleman of property in Staffordshire, named Duppa, and had raised money for him on mortgage, first from one Bradley, and next from one Colton, and on his death was left by his will co-trustee of his estate, for sale. He had also acted as attorney for the present applicant, and after the death of Mr. Duppa—acting as attorney both for his co-trustees and for the applicant—having advertised the estate for sale, recommended his client, the applicant, to purchase it, concealing (as was alleged) the fact of the mortgage to Colton. The applicant did in point of fact purchase the estate. This was in 1852, and interest was paid upon Colton's mortgage by the attorney down to the time of the attorney's bankruptcy, about the year 1857. Then Colton discovered the sale to the applicant and filed a bill in equity, in which the facts came out. The applicant swore that he never knew of the mortgage to Colton until after the bankruptcy, just before the bill in equity, when Colton's attorney applied to him for the money. The attorney had become bankrupt for above £20,000, and no provision had been made to pay off Colton's mortgage out of the purchase money. In equity the applicant had been decreed to pay it.

A rule was now moved for calling upon the attorney to show cause why he should not be struck off the roll, but

The COURT thought that, as the facts were rather compli-

cated, it would be better to take a rule calling upon the attorney to answer the matter.

—*Ex parte Ashcroft.*—In the matter of an Attorney.—In this case a rule was moved for against an attorney for misconduct, in receiving, as was alleged, a sum of money, pretending to have authority to do so, without having such authority. The party to whom it was due had repudiated the supposed authority, and recovered the amount from the applicant.

The COURT thought the rule should be to pay the money.

Rule nisi accordingly.

—*Ex parte Booth.*—In the matter of an Attorney.—In this case an application was made on the part of a Mrs. Booth, for a rule against an attorney. She had paid him, she stated, several sums of money to invest on mortgage security, and he had from time to time paid her sums of money as interest, but had given her no securities. She now applied to the Court for a rule to call upon him to answer the matter.

The COURT granted a rule.

—*In the matter of Burrow, an Attorney.*—A rule was moved for in this case against one Burrow, an attorney, who it was alleged had been employed by the applicant to bring an action, and had received a sum of money in satisfaction of the claim (so much for debt, so much for costs), but had denied the receipt or evaded payment; setting up at last that it was really his own action in another's name. For this, it was alleged, there was no foundation, and by rule of court, the matter having been referred to the master, and a certain sum found due, it was ordered to be paid. Upon this it was stated, he said he intended to declare himself a bankrupt, and would never pay the money. He has since become bankrupt.

An attachment was now moved for, on the ground—first, that there had been a direct contempt of court; and, secondly, that there had been fraud.

The COURT granted a rule to answer the matters in question.

*April 29.—Evans (Appellant) v. Botterell and Others (Respondents).*—This was a case stated by the justices at Northampton, for the opinion of the Court on the 2nd section of the New Poaching Act. It appeared that the appellant, who is a policeman, hearing that a number of persons had left Northampton in search of game, he, with four other policemen, went in pursuit of them. About six o'clock on Sunday morning, 26th last October, they met nine men coming along the highway. Five of the men were seized, and then searched there being good cause to suspect that the parties had come from certain lands where they had been unlawfully in search and in pursuit of game, and with having in their possession game unlawfully obtained, and nets, &c., used for unlawfully taking game. There was found upon them one hare, fifteen rabbits, and seven nets, which the constables seized and detained. No evidence was given before the magistrates that any of the men had entered or been upon any land in search or pursuit of game, or of using any net thereon. It was contended on behalf of the respondents that the mere finding of game was not sufficient to convict them of having game unlawfully in their possession; and the justices being of opinion that some evidence should have been given of their either having obtained such game by unlawfully going on land in the search or pursuit of game, or that they might have used the nets for unlawfully taking game or being accessory thereto, and no such evidence having been offered, dismissed the complaint.

Mr. Markham appeared for the appellants. The respondents were not represented.

Mr. Markham said the magistrates wished to have the opinion of the Court, whether the finding of game and nets on the men was sufficient evidence of their having been on land for the unlawful purpose of taking game?

Some discussion took place on the form of proceeding, there being no information before the justices charging the men with an offence. No provision was made for it, but it was stated that the cases under the Act ought to follow the general rule. The Court thought they ought to know that fact.

Mr. Markham said there was no desire to prosecute the men. All the justices wanted was an intimation of the opinion of the Court for their future guidance.

After some further discussion,

The LORD CHIEF JUSTICE said the section created two offences. One, going on land unlawfully in search or pursuit of game, and the other for having nets in their possession for the unlawful purpose of taking game.



Mr. Markham said the Common Pleas had decided that men found under suspicious circumstances with game and nets in their possession was sufficient evidence that they had been on land, &c., unlawfully in the search and pursuit of game.

The LORD CHIEF JUSTICE said that the circumstances here were sufficient to convict under the Act, but the justices had acted wrong in not having an information to proceed on in charging an offence. Their judgment must be for the respondents.

Mr. Markham said he did not want the case sent back on that point.

Judgment for the respondents.

#### COURT OF EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON, and Barons MARTIN, BRAMWELL, and CHANNELL.)

April 23.—*Nuttall v. Bracewell*.—This was an application made some time ago to strike Mr. Paget, an attorney, off the roll of this court for misconduct. A great deal of litigation appears to have taken place between the plaintiff and defendant, and four or five actions had arisen out of their squabbles, in some of which the plaintiff was successful, and the defendant in the others. The taxation of the costs was a very complicated matter, and Mr. Paget, it appears, in his affidavits of increase had made statements that were untrue, and had issued copies of *subpoenas*, without issuing out the originals. The matter was referred to the master to report upon, and all the parties concerned in the matter were examined before Master W. F. Pollock, who made his report and read it in court early in the term. The report was unfavourable to Mr. Paget.

The COURT, in giving judgment, said the charge was that the statements in the affidavits were false to Mr. Paget's knowledge, but of this part Mr. Paget was acquitted, and therefore the Court dismissed the rule for striking him off the roll, but were of opinion that he had been guilty of gross carelessness in not obtaining more correct information before he swore to the affidavits in question. It was too much to be feared that the practice was too common of making affidavits without using proper precautions, and the consequence was that very serious and grievous errors were committed, a practice which, if persisted in, would call forth very marked and serious punishment upon all offenders, and it was to be understood that the lenient way in which the present case was being dealt with was not to be taken as a precedent in any future case. The Court fined Mr. Paget £100, and ordered him to pay the costs of the present motions, as well as the costs of the investigation before the Master.

#### CRIMINAL LAW.

##### FORGERY.

*Britian v. Bank of London*, Q. B., 11 W. R. 569.

A curious and novel test of the definitions usually given of the crime of forgery arose in this case. Blackstone's definition of forgery at common law is that it is "the fraudulent making or alteration of a writing to the prejudice of another man's right." Since Blackstone's time the definition has been extended so as to include seals, and stamps where the revenue is prejudiced. It has been frequently held, moreover, that any material alteration, however slight, is as much a forgery as an entire fabrication, just as a fraudulent application of a false signature to a true instrument is a forgery equally with a real signature to a false instrument. The above-named case, however, if rightly decided, shows that Blackstone's definition is not strictly correct, inasmuch as although there had been "the fraudulent alteration of a writing to the prejudice of another man's right," yet the Court of Queen's Bench were unanimously of opinion that the act complained of did not amount to the crime of forgery. There the drawer of a cheque on a bank which was duly honoured, and returned to him by the bank, afterwards altered his signature in order to give it the appearance of forgery, and to defraud the bank and cause the payee of the cheque to be charged with forgery.

The Court were of opinion that inasmuch as the alteration in question did not alter the legal effect of the document, it did not amount to the crime of forgery.

#### MAGISTRATES LAW.

CHURCH-RATES—ORDER OF JUSTICES UNDER 53 Geo. 3, c. 127.—In an action against justices, acting under 53 Geo. 3, c. 127, for granting their warrant to enforce the payment of a church-rate, the validity whereof was disputed before them—held, *per* Wightman and Blackburn, J.J. (*dissentiente* Mellor, J.), that it is not sufficient to entitle the plaintiffs to recover, that they *bona fide* disputed the validity of the rate, and gave notice thereof to the defendants, who, nevertheless, proceeded to make their order, if the defendants proceeded, because they adjudged, though erroneously, the dispute not to be *bona fide*, unless they so adjudged it maliciously and without reasonable and probable cause; and that, therefore, the jury ought to have been asked whether the justices acted maliciously, and under such circumstances as would not amount to reasonable and probable cause for their belief that the dispute was not *bona fide*.

The order of the justices was made, and a distress warrant issued more than three months before the commencement of the action, but the distress was actually levied within the three months, and subsequently the order was brought up by *certiorari* and quashed.—Held, that, as the action was too late under 53 Geo. 3, c. 127, s. 12, as regards the making of the order, the plaintiff was not entitled to recover the expenses of quashing such order.

*Quere*, whether, if the action had not been too late, such expenses could have been recovered, as special damage.—*Pease and Others v. Chaytor and Others*, Q. B., 11 W. R. 563.

#### BANKRUPTCY LAW.

##### DEED FOR BENEFIT OF CREDITORS.

*Hodgson v. Wightman*, Ex., 11 W. R. 574.

The deeds clauses of the Bankruptcy Act, 1861, have been the most prolific in judicial decisions. In the above-named case it was decided that all deeds which are, or profess to be, or on the face of them are intended to be, deeds of arrangement or agreement between a debtor and the whole body of his creditors, require registration under the 194th section of the Bankruptcy Act, 1861, although they do not comply with nor are framed under the 192nd section.

##### ORDER OF DISCHARGE—DEBTS CONTRACTED WITHOUT REASONABLE GROUND OF PAYING THE SAME.

*Ex parte Downham*, L. C., 11 W. R. 577.

In the above-named case the Lord Chancellor differed from Mr. Commissioner Goulburn as to the proper interpretation of sect. 159 of the Bankruptcy Act, 1861, and his Lordship made the following observations on the meaning of debts contracted "without reasonable or probable ground of expectation of being able to pay the same," and of "rash and hazardous speculation," within the meaning of the Bankrupt Act, 1861, s. 159:—

The bankrupt had been charged with contracting debts without any reasonable or probable ground of expectation of being able to pay the same. Now the only transactions of the bankrupt during the time within which the debts had been contracted related to the purchase of a colliery and a mine. These, whether prudently entered into or not, were *bona fide* contracts, and appeared likely to have afforded to the bankrupt a considerable sum of money. If that were so, and if they did not deserve the name of rash and hazardous speculations, his Lordship could not say that the debts were incurred without a reasonable probability of being able to pay the same. There was no ground for imputing collusion to the assignees or creditors, and the proceedings of the assignees confirmed the supposition that these transactions were *bona fide*. He (the Lord Chancellor), though unwilling to come to a different conclusion from the learned Commissioner, who had examined this case with great care and anxiety, yet could not agree with him that these debts, amounting to £1,100, which were almost wholly attributable to expenses incurred in reference to the transactions in question, were incurred without a reasonable ground of being able to pay the same, for if either of the transactions had taken

effect there would have been more than enough to cover the debts. The next question was whether these contracts, though *bona fide*, were not rash and hazardous speculations. It was difficult to decide what limits were to be given to words of this general character, and which were so painfully indefinite that they left to the judge a larger amount of discretion than ought to be entrusted to any tribunal, and might lead to the decisions of one judge being at variance with those of another. A gentleman contracted with the owner of a mine to give him a certain sum for that mine, the contract being dependent on the nature of a company to be formed. Such a transaction frequently occurred, and beneficial concerns often so originated. It could not be said that such a contract which both parties believed to be capable of being honestly brought into operation was a "rash speculation." It was hazardous, inasmuch as uncertainty attended its success; but to bring it within the condemnatory clause of the Act it must be a "speculation," "a hazardous speculation," and "a rash speculation." Probably the important word was "rash," that is to say, one that no reasonable man would have entertained. His Lordship could not say that such a contract as this was within the meaning of the statute.

**TIME FOR APPEAL.**—An appeal from an order in the Court of Bankruptcy cannot be heard if the petition is lodged more than twenty-one days from the day when the order was actually made, though the period of twenty-one days allowed by the Bankrupt Act, 1849, s. 12, has not elapsed since the order was drawn up.—*Ex parte Dudley and West Bromwich Banking Company, Re Hopkins*, 11 W. R. 576.

#### COURT OF BANKRUPTCY. (Before Mr. Commissioner HOLROYD.)

April 29.—*In re G. R. Corner*.—The bankrupt was a solicitor, of Tooley-street, and this was a meeting for examination. It was stated that the bankrupt, who had carried on an extensive business, required further time to file his accounts; the assets had already realized £1,000.

His Honour, having been satisfied that the delay which had taken place had not been vexatious, granted an adjournment for six weeks.

#### APPOINTMENTS.

Mr. ROBERT HANDSLEY of Burnley, Lancaster, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

The following Indian appointments have been made:—Mr. A. HOPE, to be Civil and Session Judge of Hooghly; Mr. E. JACKSON, to be Judge of the High Court of Judicature at Fort William, in Bengal; Mr. R. B. SWINTON, to be Civil and Session Judge of Negapatam, Madras Presidency; Mr. A. ST. J. RICHARDSON, to be Judge and Session Judge of Ahmednugur; Mr. R. F. MACFARLANE, to be Judge and Session Judge of Satara; Mr. C. FORBES to be Judge and Session Judge of Khandeish; Mr. WALTER, to be Senior Assistant Judge and Session Judge of the Concan, for the detached station of Rutnagherry; the Hon. G. A. HOBART, to be Judge and Session Judge of Sholapore, and Mr. C. GONNE, to be Judge and Session Judge of Tanna.

Mr. C. CROZIER has been appointed Assistant in the Record Department, Court of Probate, London.

#### GENERAL CORRESPONDENCE.

\* \* If the author of a communication upon Composition Deals in Bankruptcy, which appeared in this Journal on the 11th ult., under the signature of "A Subscriber," will send his address to the publisher, a letter will be forwarded to him.

#### LAW DEGREES.

I observed in your impression of the 11th inst., with satisfaction, the letter of your correspondent "Jus," which broaches the very important question whether greater facilities than at present exist cannot be granted to lawyers, or law students, to obtain the degree of LL.D. at the University of London.

If it is not within the disposition or power of the University Council, or governing body, to curtail the number of examinations necessary to be passed in order to obtain the degree, I think that it may more possibly be within both to reduce the list of subjects which form at present the bases of the examinations.

Under existing circumstances, candidates for degree in laws have, I believe, to pass five or six examinations, comprehending within the series not only Classics, Arithmetic, Algebra, Geometry, and the English and French or German languages, &c.; but, also, Plane Trigonometry, Natural Philosophy, Chemistry, Astronomy, Animal Physiology, and, if I mistake not, Botany and Zoology.

Now it is quite open, I should say, to the University, if they will not adopt the suggestion of your correspondent, and admit as graduates lawyers who shall have passed a competent examination by their own professors, to grant an equal boon, without diminishing the value of the degree, by confining the examinations of candidates who shall have legally qualified at the Hall of the Incorporated Law Society to subjects more akin to legal minds than some of those above enumerated; for it will be remembered that the Law Society's examination guarantees at least a fitness generated by three or five years' devotion to a particular study.

I trust that this will not be allowed to be a mere ephemeral question, lightly touched and done with; but that the Law Society may be moved to open communications with the University of London to grant some such concession as that put forward by "Jus," or hinted at above. Perhaps, also, that body will secure the extension to their prizemen of the recent privilege accorded to barristers, in having the honours gained by them stated in the Law List. Can there be any objection to this. I enclose my card, but I prefer to subscribe myself,

A PRIZEMAN.

Trafalgar-square, 29th April.

#### TURNPIKE ACTS—TOLL.

Will any of the readers of your journal inform me whether he has met with any case proving that horses and carts used in carrying lime are liable to, or exempt from, tolls, under the general turnpike Acts, irrespective of local Acts? I am acquainted with Mr. Oke's opinion, which I think insufficiently supported.

#### HUSBAND AND WIFE.—SEPARATION.

In answer to "J. M." I call his attention to the following extract from Smith's Law of Contracts, and the cases cited.

"In those cases in which the wife, living apart from her husband, has authority to bind him by contracts for necessities, if he allow and pay her a sufficient maintenance, the authority is gone, and her contracts, even for necessities, will not bind him; the reason for which is, that the authority is given by law for the wife's protection, to save her from distress occasioned by her husband's misconduct; but if he make her a proper allowance and pay it, there is no such danger; and then, *cessante ratione, cessat lex* (see *Mizen v. Pick*, 3 M. & W. 481), in which the Exchequer decided that it makes no difference, that the tradesman, when he trusts the wife, has no notice that her husband makes her an adequate allowance." See *Johnson v. Sumner*, 27 L. J. Ex. 341, 3 H. & N. 261, and *Biffin v. Bignell*, 31 L. J. Ex. 189.

A husband is bound to maintain his wife, and is liable for her contracts made for the sole purpose of supplying herself with necessities suitable to her station in life, upon the principle of her being his agent, though not binding upon herself (*Broom's Legal Maxims*, 663, 2nd ed.). For if they be living together his consent to such contracts will ordinarily be presumed, though this presumption may be repelled by special circumstances as by notice to a tradesman, &c. (*Montague v. Benedict*, 3 B. & C. 634). And he is in general liable on her contracts for necessities not only while they are living together, but even after a separation, if no provision be made for her, for the tradesman is then considered (even though he has notice not to trust her) as standing in her place, and as enforcing indirectly her right to be maintained. But the husband is not liable for money lent to the wife to purchase necessities. So if the wife departs from her husband against his will, and without sufficient excuse arising from his ill-treatment, or if she is dismissed by him for adultery, the husband incurs no such liability. So if husband and wife are living apart and the husband allows her a sufficient sum for her maintenance, which is regularly paid, this is sufficient to repel the inference of agency, and he is not liable for any debts she may contract, and it is not necessary that there should be any deed of separation, reference being had to the station of the parties, and the income of the husband. (*Holder v. Cope*, 2 Car. & K. 437). It is immaterial whether the tradesman knew of such an allowance or not. And if a wife living apart from her husband orders goods to be sent to a

third person, and they are so sent and it is not the place of abode of the wife, the husband is not liable to pay for them, (*Reese v. The Marquis of Conyngham*, 2 Car. & K. 444), *Manby v. Scott*, 1 Lev. 4, 1 Sid. 109; *Montague v. Benedict*, 3 Bar. & C. 631. F. B.

## SHAM ATTORNEYS.

Some time since I had a lease put in my hands prepared by a schoolmaster; last week I had a conveyance of a plot of land given me prepared by a land surveyor; and yesterday I cut the enclosed advertisement from a Devonshire paper, which shows that auctioneers follow a like calling. It is high time that these practices were put an end to. The matter should be taken up by the Incorporated Law Society; but "what is everybody's business is nobody's business." J. T. SHAPLAND.

April 28.

The following is the advertisement referred to:—

**EDWIN H. WADGE**, Auctioneer, Appraiser, Surveyor, and General Accountant, West Street, Ashburton. Inventories made, wills proved, and letters of administration obtained through him every day at his office, Ashburton. From his long practical experience in the above branches (carried on by his father for the last 30 years) he hopes to merit public patronage. Money advanced upon mortgage, reversions, advowsons, bills of sale, personal and other available securities.

## PARLIAMENT AND LEGISLATION.

## HOUSE OF LORDS.

Friday, April 24.

## LEASES AND SALES OF SETTLED ESTATES ACT AMENDMENT BILL.

The LORD CHANCELLOR said that this bill was rendered necessary by the construction which the Court of Chancery had put upon the Leases and Sales of Settled Estates Act. That statute enabled trustees to grant building leases, but the Court of Chancery had held that every such lease must be settled in that court. In the neighbourhood of large manufacturing towns, they frequently wanted to grant leases under circumstances that did not admit of a reference to the Court. Great expense would be incurred by such a reference, and there was clearly no necessity for it. The present measure was proposed in order to get rid of the reference to the Court.

The bill was read a second time.

## HOUSE OF COMMONS.

Friday, April 24.

## WRITS PROHIBITION BILL.

Mr. RICARDO presented a petition against this bill from the Worcester Chamber of Commerce.

## PRIVATE AND PUBLIC LEGISLATION.

On the motion of Lord REDERDALE, resolutions were agreed to to the effect that no private bill brought up from the House of Commons should be read a second time by their lordships after Thursday, July 2; that no bill confirming any provisional order of the Board of Health, or authorising any inclosure of lands under special report of the Inclosure Commissioners, or for confirming any scheme of the Charity Commissioners, should be read a second time after the same date; and that when a bill had passed the House of Lords with amendments, those orders should not apply to any new bill sent up from the House of Commons which the Chairman of Committees should report was substantially the same as the bill so amended.

Monday, April 27.

## THE ENGLISH AND IRISH LAW AND EQUITY COMMISSION.

Mr. LONGFIELD asked the Attorney-General if the English and Irish Law and Equity Commission had as yet agreed to any report on the entire or portions of the subject referred to them, and when there was any probability of their labours being concluded and a report made by them.

The ATTORNEY-GENERAL said that the report would be ready within a month. The commissioners were already agreed as to the substance of the report, and were to meet on the 19th, 20th, and 21st of May to settle it.

## JUDGMENTS LAW AMENDMENT (IRELAND) BILL.

This bill was read a second time.

Tuesday, April 28.

## WRITS PROHIBITION BILL.

Mr. ROLT presented a petition against this bill from traders and others of Newnham, Gloucestershire.

## STOCK CERTIFICATES TO BEARER (CONSOLIDATED FUND) BILL.

This bill passed through committee.

## CIVIL SERVICE ESTIMATES.

(Continued from page 439.)

## 6.—Late Insolvent Debtors' Court.

An estimate of the sum which may be required to defray the charge of the salaries of the First Commissioner of the late Court for the Relief of Insolvent Debtors, of the clerks and officers of the late court now acting in the Court of Bankruptcy, and in the offices connected therewith, and the contingent expenses, for the year ending 31st March, 1864.

	£
Late First Commissioner.....	2,000
Provisional assignee .....	100
Seven clerks and officers employed in the Court of Bankruptcy .....	820
Four clerks and officers employed in Portugal-street .....	970
Two additional officers, as messenger and assistant .....	180
Court housekeeper .....	40
Office housekeeper .....	50
Sundry incidental and petty expenses, including allowances to the two housekeepers for assistance .....	178
Printer .....	120
	<b>£4,458</b>

## 7.—Courts of Probate and Divorce and Matrimonial Causes

An estimate of the sum required to be voted in the year ending 31st March, 1864, for the salaries of the registrars and other officers, and for the expenses of the said courts in England.

No. of Persons. 1863-4.	Salary. £	1863-4. £
1 The judge (his salary charged on the Consolidated Fund) .....	5,000	Nil
Court of Probate.		
4 Registrars .....	1 at 1,600 2 at 1,500 1 at 1,000	5,600
4 Clerks to the registrars, each .....	300	1,400
1 Ditto .....	200	
7 Principal clerks of sents, each .....	700	4,900
7 First assistant clerks of sents, each...	450	3,150
7 Second assistant clerks of seats, each	250	1,750
7 Third assistant clerks of seats, each.	150	1,050
2 Record keepers, each .....	600	1,200
1 ditto as accountant .....	100	200
1 ditto as clerk of notations .....	each	
12 Assistants to record keepers ...	1 at 350 1 at 300 1 at 200 3 at 150 3 at 100 3 at 80	1,840
1 Clerk, record keeper's department ...	300	300
3 { Clerk of the papers .....	500	
{ Assistant to clerk of the papers { 1 at 250 1 at 150		900
1 Sealer .....	300	
2 General assistant clerks, each .....	100	300
{ Calendar keeper .....	400	200
4 { Assistants to calendar keeper... { 1 at 200 2 at 100		800
5 Examiners of wills (Inland Revenue division) .....	1 at 350 1 at 300 3 at 250	1,400
2 Assistants to senior examiner... { 1 at 200 1 at 150		350



No. of Persons. 1863-4.	Salary. £	1863-4. £
4 Readers to examiners (Inland Revenue division), each .....	150	600
4 Department for personal applications:		
1st clerk .....	600	
2nd clerk .....	450	
3rd clerk .....	250	
4th clerk .....	120	1,420
3 Department for preparation of printed calendar:		
1 Superintendent clerk .....	350	
2 Assistant clerks { 1 at .....	250	
{ 1 at .....	200	800
3 Examiners of district accounts .....	300	
1st assistant to ditto .....	200	
2nd ditto .....	100	600
1 Clerk to obliterate stamps .....	150	150
2 Examiners of wills (registering { 1 at .....	300	
department) .....	250	550
2 Readers to examiners of wills (registering department), each .....	150	200
2 Examiners of wills for probate { 1 at .....	300	
{ 1 at .....	250	550
1 Clerk to issue receipts for papers ...	150	150
2 Readers to examiners of wills for probate, each .....	150	300
2 Book showes, each .....	120	240
11 Searchers .....	1 at 200 2 at 150 6 at 100 2 at 80	1,260
7 Messengers .....	4 at 80 1 at 70 2 at 60	510
2 Porters ....	1 at 80 1 at 60	140
Court for Divorce and Matrimonial Causes:		
4 Clerks in department for Divorce and Matrimonial Causes { 1st clerk .....	450	
{ 2nd " .....	300	
{ 3rd " .....	150	
{ 4th " .....	100	1,000
1 Messenger in department for Divorce and Matrimonial Causes .....	70	70
Attendants in both courts at Westminster Hall:		
1 Secretary to the judge .....	300	300
2 Clerks to Crier and principal clerk the judge { 2nd clerk .....	450	
{ 2nd clerk .....	250	700
2 Ushers, each .....	150	300
1 Messenger and doorkeeper .....	100	100
10 Supernumerary clerks .....	100	1,000
Total salaries .....		35,380
Copying wills for the Inland Revenue Department, and incidental expenses of the two courts .....		6,000
Salaries of 40 district registrars of the Court of Probate .....	21,900	
Special allowances, to cease on vacancies .....	4,250	
Salaries of their clerks .....	15,000	41,150
		£83,530

Note.—The amounts carried to revenue in the years ending

31st December, 1861, and 31st December, 1862, for stamp duties (i.e., fees collected by means of stamps), on proceedings in these courts, were as follows:—

	1861. £	1862. £
Court of Probate:		
Received in London .....	46,811	47,341
" in the country .....	25,701	56,330
	82,512	103,671
Court of Divorce .....	2,748	2,430
	£85,260	£106,101

(To be continued.)

## PROVINCES.

**GRAVESEND.**—At the Gravesend police court, on Wednesday, Mr. Beverley attended on behalf of Commissioners of Customs to prosecute Mr. Robert Weatherley, master of a vessel named the *Ward Jackson*, for an infringement of the Supplementary Customs Consolidation Act, 1855. In stating the case Mr. Beverley explained that on the 29th of March last the *Ward Jackson* arrived at Gravesend in ballast, and proceeded to take on board a cargo of cases and casks. She was returned to the authorities as being laden with "hardware," but in consequence of the receipt of certain information from Russia, the Commissioners of Customs in London gave directions to the superintendent at Gravesend to examine the cargo of the *Ward Jackson*, and in the meantime refused her a clearance order. The examination revealed the fact that the cargo consisted of powder and firearms, and directions were given for the goods incorrectly described to be seized, as they were liable to forfeiture. The defendant, as master of the vessel, was informed of this, but he left Gravesend with his vessel and went to sea with her, taking with him on board, as far as Southend, two Customs' officers. Here the officers landed, and about two hundred Poles, who were waiting the arrival of the vessel at Southend, boarded her. By this conduct the defendant had made himself liable under the Enlistment Act, but this he (Mr. Beverley) did not take up, and only asked the magistrates to impose upon the defendant the penalty allowed by the Act of Parliament. Evidence corroborative of this statement was then taken. It was contended on behalf of the defendant, by Mr. Cotterell, a solicitor, who appeared for him, that he was not the responsible party, because he was not aware of the vessel having contraband goods. Messrs. Williams & Giles, the owners, had employed him as master of the ship to convey a cargo of goods and passengers from Gravesend (or Hartlepool) to Dantzic, and he was ignorant of the nature of the object for which the vessel was to proceed there. The bench said that a daring infringement of the act had been made, and fined the defendant £50 and costs.

## IRELAND.

An action was tried in the Consolidated Nisi Prius Court before Mr. Justice Keogh on the 25th ult., on a bill of exchange for £27 10s., the plaintiff, Mr. Wellington Pepper, being a barrister, practising in the Recorder's Court, and the defendant, Mr. John Sproule, a trader, in Dublin. The bill was drawn at three months, and the defendant received only £21, the sum of £6 10s. being charged as interest for three months, which is about £100 per cent. per annum. This case is worthy of special notice, however, not so much because a barrister is one of the parties, but because of its bearing on the *Black List*, and the indignant comments the circumstances elicited from Mr. Justice Keogh. The defendant was not able to meet the bill when due, but he paid instalments which amounted to £13 as interest on the £21 which had been lent. In addition to this the plaintiff had received £7 5s. for not marking judgment against the defendant when the bill was due. This part of the transaction was denounced by Mr. Justice Keogh in the strongest terms.

The *Black List* is a publication privately circulated among members and mercantile men, in which the names of all persons are entered against whom judgments are marked in any of the courts, and the terror it inspires among struggling traders, it appears, from this case, enables creditors to extort large sums under the name of costs, which would be incurred if judgment were marked, but which are esteemed a trifling infliction compared with the insertion of the debtor's name in

the *Black List*. On this state of facts Mr. Justice Keogh made the following remarks:—

"This charge for not marking judgment was an illegal transaction from beginning to end. It was, in the first place, a fraud on the revenue, a plain, palpable fraud. Of the sum of £7 4s. 11d., which the marking of judgment would cost, £1 8s. should have gone to the revenue. He would say that the whole of the machinery of the Court would be made the instrument of an abominable system of oppression if such a transaction were permitted to go unrepudiated. Any man might come to his debtor and say, 'I will mark judgment against you, and you shall appear in the *Black List*, and then away with your credit; but pay me the costs of judgment and I won't mark it.' How, he asked, was this extortion removed from the conduct of those wretched people who in the byways, and lanes, and alleys, meet men and say, 'I will charge you with offences of the most vicious nature unless you give me certain sums of money.' The *Black List* his Lordship denounced as "another instrument often used for the most vile and flagitious purposes."

The jury, however, brought in a verdict for the plaintiff, — £16 5s.,—which, with the sums paid for interest, and for being kept out of the *Black List*, makes the whole amount £36 10s., in payment for £21.

## COLONIAL TRIBUNALS & JURISPRUDENCE.

### NEW ZEALAND.

#### NATIVE CIRCUIT COURTS.

On the 6th of January last the second sitting of the *runanga* of the Mongonui district was held, which was attended by all the native members. The civil commissioner (W. B. White, Esq.) then addressed them relative to their several duties, and informed them of the alterations which had been made in the Native Circuit Courts Act. He said: "An amendment has been made to the Circuit Courts Act to become law in any district the Governor may proclaim, to enable the Court to hear, determine, and punish all felonies, crimes, and misdemeanours (except such as are by law punishable with death), and to imprison with hard labour for a period up to three years. Also power is given to reduce fines and regulate juries; but the measure which will probably most materially affect the Maori race is an Act to provide for the ascertainment of the ownership of native lands, and for granting certificates of title, and for regulating the disposal of native land, which can only become law after a proclamation by the Governor that the Queen has consented. In certain districts proclaimed by the Governor a court will be appointed, where tribes, hapus, or persons will be enabled to prove their title. On a survey being made, and the title clearly proved, the Court will issue a certificate, which the Governor will sign and affix the public seal to. Then the owners named in the certificate, not being more than twenty, can sell or dispose of their lands to any one they think proper; but all lands for purchase of which officers of the Governor are in treaty, are especially excluded from the Act." Several measures, principally for the endowment of schools and the settlement of the different claims to land about to be paid for, were brought forward, and discussed with considerable animation and ability.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### FRANCE.

#### INFRINGEMENT OF DESIGNS.

A case of some importance to the interests of commerce under the treaty with England has just been tried in Paris before the Tribunal de Police Correctionnelle. An English house, Selby & Franklyn, having an establishment in Paris, bought through their agents in Manchester, last year, a large quantity of prints of various patterns, which they imported and sold in France. Two firms, Messrs. Chartier, Jeune, & Co., and Messrs. Lecoq & Co., among other wholesale houses, purchased the goods, and shortly afterwards a few pieces of four different patterns were seized at each of the above-named houses by M. Hazard, a Rouen manufacturer, who claimed to be patentee of these particular patterns. The case was tried, and Chartier & Co. and Lecoq & Co. were acquitted; but Selby and Co., were condemned to pay 2,000*fr.* fine to Government, and 10,000*fr.* damages to Hazard. Against this judgment Selby & Co. appealed, as did also M. Hazard, and the result is that the first judgment has been con-

firmed as against Selby & Co., and that Lecoq & Co. were condemned to pay 3,000*fr.* damages. It was proved that Messrs. Selby & Co. were ignorant that the designs were French. It was also proved that the total value of the goods imported by them, of these four patterns, was not more than 4,000*fr.* out of a value of 100,000*fr.* of similar goods sold by them, so that the damages appear very excessive. It has long been the practice of French designers to sell their designs in England after they have been sold and registered in France, the English printers, it is said, being greatly dependent upon them for their designs. This was all very well before English goods could be imported into France; but now some means ought to be adopted to prevent such occurrences as the present, otherwise there must be an end to trade in fancy goods. The French system of registration is somewhat curious. It appears that the designs are deposited under seal, and nobody can tell which are registered except the parties themselves who deposited them. Under these circumstances it may easily be imagined that actions for infringement of patent rights (*contrefaçon*) are frequent in France, but the damages usually awarded are not more than 500*fr.* or 1,000*fr.* In the present instance the judges seem to have been animated with a desire to warn English traders that impediments will be thrown in the way of their commerce with France.

A correspondent writes from Caen to the *Univers Illustré*—"A young soldier of the 33th regiment of line now in garrison in our town, has just passed successfully in the midst of general interest, his fourth examination in law (*droit*). It is the third examination which he has passed in nine months. In a month he will perform his thesis and be licensed. Will this young soldier be an advocate or a marshal of France. The future will inform us. Meanwhile, he does double service in the barrack and in the *école de droit*, with a punctuality and intelligence, a good humour and a zeal which have conciliated all the sympathies of our fellow countrymen, both civil and military. This young soldier, whom the inflexible law on recruiting reached in Paris in the midst of his studies, is the son of man of heart, and of talent, who has brilliantly marked his place in the administration. He was one of the best prefects of the reign of Louis Philippe, and one of the most applauded dramatic authors of the last years of the restoration. Here too, one of your theatres has revived a work of his, and you can tell whether it is still vivid and affecting. We have named M. Mazeres.

### ITALY.

In the course of the discussion which has recently taken place in the Italian Representative Chamber on the budget for the department of Grace and Justice, M. Boggio insisted on the necessity of immediately superseding the conflicting codes and systems of jurisprudence, which still exist in many parts of the country, by a new Italian code, establishing the equality of the sexes in the matter of successions *ab intestato*, and the principle of civil marriage throughout the country, and also for proceeding without delay to lay the foundation of the relations which are in future to subsist between the Church and the State. Many members of the chamber, during the discussion, earnestly advocated the abolition of the punishment of death in the new code.

### TURKEY.

#### THE LCVANT CONSULAR BENCH AND BAR.

The *Smyrna Mail* gives the following list of members of the bar now in the Levant, with the dates of their respective calls:—William Knight, Lincoln's-inn, 1840; A. A. Fry, Lincoln's-inn, 1845; Mr. Philip Francis, Middle Temple, 1845; D. M. Logie, Middle Temple, 1846; Sir Edmund G. Hornby, Middle Temple, 1848; Mr. Albany Fonblanque, Middle Temple, 1853; Mr. J. C. McCoan, Middle Temple, 1856; Mr. E. W. J. Tinney, Middle Temple, 1857. Sir Edmund Hornby is judge of the Supreme Consular Court of Constantinople. Mr. Philip Francis is acting judge of the Supreme Consular Court, and Mr. Logie is law secretary of the same Court. Mr. Albany Fonblanque is the legal acting Vice-Consul at Constantinople.

### AMERICA.

#### CUSTOM HOUSE LAW.

It appears from the report of the committee upon custom house frauds that by the custom house law, where the value of the goods seized exceeds 100 dollars, the matter should pass

through the hands of the district attorney, yet the present revenue officers, for the first time in the history of the custom house, openly set at defiance this law, and ignore it entirely, and when some of the subordinates remonstrated and warn them, upon mature deliberation they determine to continue its violation, alleging, as the only reason, that if the law is complied with, fees of other officers are taken from the proceeds, and not so much will therefore find its way into their pockets—designedly breaking the law for their own gain. One witness called before the committee who was an officer engaged in the department of custom house suits and seizures, stated that if any violation of the law was compromised, and upon which no suit was brought, no record was kept of the case. Another witness, Mr. Joschimsen, a barrister, stated that the custom house, so far as the Bar was concerned, was a close corporation.

## LAW STUDENTS' JOURNAL.

### NEW FINAL EXAMINATION ORDER. LEAVING ARTICLES OF CLERKSHIP, &c. Easter Term, 1863.

Whereas, by an order made by the judges of the Court of Queen's Bench, Common Pleas, and Exchequer, on the 20th of January, 1853, in pursuance of the Act passed in the session of Parliament holden in the 6th and 7th years of the reign of her present Majesty, c. 73, intituled, "An Act for Consolidating and Amending several of the Laws relating to Attorneys and Solicitors practising in England and Wales," certain Rules and Orders were made relating to the examination of persons applying to be admitted as attorneys, and relating to the admission and re-admission of attorneys, and certain regulations were made and approved by the judges for the examination of persons applying to be admitted as attorneys of the said courts: and whereas by the first of the said regulations it is provided that every person applying to be admitted an attorney of any of the said courts, pursuant to the said rules, shall, within the first seven days of the term in which he is desirous of being admitted, leave, or cause to be left with the secretary of the Incorporated Law Society, his articles of clerkship, duly stamped, and also any assignment which may have been made thereof, together with answers to the several questions annexed to the said order, signed by the applicant, and also by the attorney or attorneys, *London agent, barrister, or special pleader*, with whom he shall have served his clerkship; and whereas by the fifth of the said regulations the form of certificate to be given by the examiners appointed in pursuance of the said rules and orders, as to their having examined the person so applying to be admitted an attorney, and as to his fitness and capacity to act as an attorney, is set forth: and whereas by the Act of the 23rd and 24th Victoria, c. 127, intituled, "An Act to amend the Laws relating to Attorneys, Solicitors, Proctors, and Certificated Conveyancers," and by the rules and orders since made under the same Act, various changes and additions have been made in and to the examinations required by the Act of the 6th and 7th Victoria, c. 73, and additional duties have been cast upon the examiners, and in consequence thereof it has become necessary to make alterations in some of the said regulations, in order to extend the time for the consideration by the examiners of the answers to the several questions annexed to the said regulations, and to amend the form of certificate to be given by the said examiners:

Now, in pursuance and exercise of the powers conferred on us by the first-mentioned Act, we do hereby revoke and make void from and after the last day of Trinity Term now next the said first of the said regulations contained in the said order of the 20th day of January, 1853. And in further pursuance of the said first-mentioned Act, we do hereby order and direct that the following regulation shall, from and after the last day of Trinity Term now next, be substituted in lieu of such first regulation, that is to say, "every person applying to be admitted an attorney of any of the said courts shall, *within the fourteen days immediately preceding the first day of the term in which he is desirous of being examined* in pursuance of the rules and orders now in force or hereafter to be in force, leave, or cause to be left with the Secretary of the Incorporated Law Society, his articles of clerkship, duly stamped, and also any assignment which may have been made thereof, together with answers to the several questions annexed to the regulations contained in the said order of the 20th day of January, 1853, signed by the applicant, and also by the attorney or attorneys, *London agent, barrister, or special pleader*, with whom he shall have served his clerkship."

And we do hereby, and in pursuance and exercise of the same powers and authorities, further order and direct that the form of certificate set forth in the said fifth regulation shall from the day of the date of this order, be and the same is hereby annulled, and the following form of certificate shall henceforth be substituted and used in lieu thereof, viz.—

Term 18

In pursuance of the several statutes, rules, and orders now in force touching the examination of persons applying to be admitted as attorneys of the several Courts of Queen's Bench, Common Pleas, and Exchequer, we, being the major part of the examiners actually present at and conducting the examination of A. B., — of — do hereby certify that we have examined him as required by the said statutes, rules, and orders; and we do testify that he is fit and capable to act as an attorney of the said courts and in the usual business transacted by attorneys.

Dated the — day of — 18—.

Dated this 18th day of April, 1863.

(Signed) A. E. COCKBURN, G. BRANWELL,  
W. ELLIS, J. B. RYLES,  
FREDK. POLLOCK, COLIN BLACKBURN,  
J. WILLES, JOHN MELLOR.

### PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO ATTORNEYS AND SOLICITORS.

The preliminary examinations in general knowledge for the present year will take place on the following days:—12th and 13th May, 7th and 8th July, 27th and 28th October.

### ADMISSION OF ATTORNEYS.

EASTER TERM, 1863.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—Thursday, May 7, Friday, May 8.

### ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Friday the 8th of May, 1863, at the Rolls Court, Chancery Lane, at four in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Thursday, the 7th of May, 1863.

The papers of those gentlemen who cannot be admitted at common law until the last day of term will be received at the secretary's office up to twelve o'clock on that day, after which time no papers can be received.

## PUBLIC COMPANIES.

### BILLS IN PARLIAMENT.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Lords:—

BLACKBURN, CHORLEY, AND WIGAN.  
CARMARTHEN AND CARDIGAN.  
VALE OF LLANGOLEN.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Commons:—

DARE VALLEY.  
HEREFORD, HAY, AND BRECON.  
LAUNCESTON AND SOUTH DEVON.

### MEETINGS.

#### LONDON AND LANCASHIRE INSURANCE COMPANY.

The first annual general meeting of this company was held on the 22nd ult., at the London Tavern, Bishopsgate-street, Mr. F. W. Russell, M.P., in the chair.

The report, having been taken as read,

The CHAIRMAN, on rising to move the adoption of the report, said it would not be necessary for him to take up the time of the meeting for more than a very few minutes. The directors had endeavoured in their report to enter as fully into the particulars connected with the management of the company as possible, so that the shareholders might be prepared with the preliminary information which would enable them to ask for such further details as they might require. It gave the directors much satisfaction in meeting the shareholders on



that occasion, to be able to furnish as full an account as they could of the manner in which the affairs of the company had been conducted, in order to relieve themselves as much as possible of the responsibility which attached to them as directors; and they felt that they had submitted such a statement of their proceedings as must meet with the approbation of the shareholders. In the formation of the company they had been greatly assisted by the exertions of the powerful and influential directory in Liverpool as well as in London, and by the joint efforts of both they had attained within the brief period since its establishment an amount of business which was most satisfactory. But if the results of that business appeared to be very prosperous—and he thought they were eminently so—the shareholders must not take them as a fixed rule, and consider that at all times the same results must be presented. Looking to the state of their business, it must be very gratifying to them to notice the rapid progress of the company since its formation. In the first three months the premiums received amounted to £2,742 7s. 8d.; the advance in the next three reached to more than double that amount; and in the next three the amount was more than doubled again. Taking, therefore, the results of the past as affording an indication of future progress, these facts showed that the efforts made to bring business to the company had not been relaxed, and that they had been rewarded as fully as any of them could have anticipated. And if they took into consideration also the period which did not now come under their observation, they would find the progress equally satisfactory, the premiums received for a little over two months of this year having reached £8,500. He was sure that no one, however anxious for the prosperity of the company, could express anything but the greatest gratification at these results; and it depended upon the individual exertions of every shareholder, and close unremitting attention on the part of the executive, to place this company in the position of one of the first insurance companies in the metropolis. One of the great objects of the company had been, as it must be with all new companies, to extend by trustworthy and zealous agents their business throughout the country and the world; and such was the credit attached to an English insurance company, and so confident were the insurers of fair and honourable treatment, that every establishment of the kind abroad was getting a preference of the risks which offered; and in all parts of the world this company was getting satisfactory returns from its agents. He did not mean to say that in a young company of this kind they were to form any absolute conclusions as to what the results of their business would be, but still the results of their infancy afforded a good promise for the future. In Scotland a branch had been formed under the management of Mr. Barlas, who had great experience in insurance business; and in Liverpool they had had the very active assistance of Mr. Gale, of Liverpool, who had worked hard for the company, and whose exertions had been attended with great success. They had also succeeded, through the co-operation of the Liverpool Board, in securing the services of Mr. Sale, of Manchester, who had rendered great assistance to the company there. In Dublin arrangements were being made for the establishment of a small committee, whose personal exertions would be of great service, and bring the company a large amount of business. As every one at all connected with insurance business knew, house property was the very best risk that a company could have. They had been successful in getting a large proportion from that source, and had endeavoured to keep down as much as possible special risks, which were very good for old companies to enter into, but which were not the class of business to which a young company should look. He did not think he should be doing justice to Mr. Clirehugh, the general manager, if he closed his remarks without bearing testimony to the very great energy and intelligence with which he had managed the affairs of the company. The directors, who were every day thrown into intercourse with him, and knew what he was doing, could speak with confidence as to Mr. Clirehugh's services, and it had been a great relief to them to have so efficient a general manager.

Alderman DAKIN, in seconding the motion, observed on the remarks of the chairman that the first steps of a company so important as this must not be unduly reckoned upon, but still in commencing a business of this character, it was a great encouragement to find that so large an amount of business of the best class had been got together, and that they had avoided the usual average amount of loss. All the surrounding circumstances of this company had been those of congratulation, and the Board of Directors in London and Liverpool acted together with harmony, concord, and unity

of purpose, which was in itself a great element of success. The chairman alluded to the exertions of their officers, and he thought it a cardinal point in the starting of a company of this kind that the manager should be one in whom the proprietors and the public had confidence. They had reason to congratulate themselves on having the services of Mr. Clirehugh, who had not only the ability for his office, but likewise the tact and business aptitude without which ability often failed of success.

The report was then unanimously adopted.

The retiring directors and auditors were re-elected, and the usual complimentary votes brought the proceedings to a close.

#### SOUTH LEICESTERSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 29th ult., a dividend at the rate of 4 per cent. per annum was declared for the past half-year.

#### PROJECTED COMPANIES.

##### LONDON BANK OF SCOTLAND (LIMITED).

Capital £1,000,000, in 10,000 shares of £100 each.

Solicitors—Messrs. Phillips & Sons, 11, Abchurch-lane.

This bank has been established for the purpose of affording increased banking facilities between London and the principal cities and towns of Scotland.

##### THE ANGLO-INDIAN COTTON COMPANY (LIMITED).

Capital, £500,000, in 100,000 shares of £5 each.

Solicitors—Messrs. Peachy, 17, Salisbury-st., London; Messrs. Earle, Sons, Hopps, & Orford, Manchester.

This company has been formed for promoting the cultivation of cotton in Khandeish and other localities in India.

##### THE BANK OF OTAGO (LIMITED) NEW ZEALAND.

Capital £500,000, in 5,000 shares of £100 each.

Solicitors—Messrs. Hughes, Masterman, & Hughes.

This bank has been established for supplying banking facilities at Otago. The head offices are to be in London.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

HOLROYD—On Feb. 1, at Williamstown, near Melbourne, Victoria, the wife of Edward Dundas Holroyd, Esq., Barrister-at-Law, of a daughter.  
HOPWOOD—On April 24, the wife of James Thomas Hopwood, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.  
STURGES—On April 27, at 17, Durham Villas, Kensington, the wife of Decimus Sturges, Esq., Barrister-at-Law, of a daughter.  
TROTTER—On April 28, at Stockton-on-Tees, the wife of John Trotter, Esq., Solicitor, of a son.

##### MARRIAGES.

ARNALL—THOMPSON—On April 19, at St. John's Church, Leicester Joseph Arnall, Esq., of Leicester, Solicitor, to Mary Jane, eldest daughter of John Thompson, Esq., of Lancaster-place, Leicester.  
BACOT—HECTOR—On April 23, at Blandford, St. Mary's, William George Bacot, Esq., of Blandford, Dorset, second son of the late Edmund Bacot Esq., of Lincoln's-inn, London, to Caroline, youngest daughter of John Hector, of Blandford St. Mary's.  
FITZGERALD—SHARPE—On March 12, at St. George's Church, St. Vincent, West Indies, Charles Lionel John Fitzgerald, Esq., Lieutenant 1st W. I. Regt., to Laura, youngest daughter of Henry Edward Sharpe, Esq., Barrister-at-Law, Chief Justice of that Island.  
LITCHFIELD—SWALE—On March 12, at St. John's Cathedral, Hong-kong, Edwin Litchfield, Esq., Deputy Assistant-Commissionary-General, to Marian Jackson, eldest daughter of the Hon. John Smale, H. M.'s Attorney-General for Hongkong.  
WILLIAMS—HUNTER—On April 23, at the parish church, Knarross-borough, Edward Williams, Esq., Solicitor, Brecon, to Frances Isabella, second daughter of the late John Lees Hunter, Esq., Surgeon, Wetherby, Yorkshire.

##### DEATHS.

BULLOCK—On April 21, at his residence, in Widemare-street, in the city of Hereford, William Bullock, Esq., one of the magistrates of the said city, aged 56.  
CAMPBELL—On April 28, at 18, Queen's-terrace, Bayswater, Catherine, the wife of Charles Campbell, Esq., Barrister-at-Law, aged 47.  
MOSSE—On April 22, at Charlton House, Dover, at the residence of Mrs. W. D. Chantrell, Margaret Jessie Matilda, only daughter of Forbes Mosse, Esq., of the Middle Temple, Barrister-at-Law, aged one year.  
MAITLAND—On April 27, at 51, Rutland-gate, John Gorman Maitland, Esq., late Fellow of Trinity College, Cambridge, Barrister-at-Law, of Lincoln's-inn, and Secretary to the Civil Service Commission.

#### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:

MATTHEWS, MARY ANN, Meadow Cottage, Kensall New Town, Spinstress, £310 Three per Cent. Reduced.—Claimed by said Mary Ann Matthews.  
STONOWELL, EDWARD, Upper Woburn-place, Tavistock-square, £40 New Three per Cent.—Claimed by said Edward Stonowell.

## HEIRS AT LAW AND NEXT OF KIN.

(Advertised in the London Gazette).

BUREAU, JOHN, Stoke Newington Common, Middlesex, Gent. Garstin v. Garstin, V. C. Kinderley, May 23.

## LONDON GAZETTES.

## Professional Partnerships Dissolved.

FRIDAY, April 24, 1863.

Clearly, Fredk. & Geo Isaacson, Amersham, Bucks, Attorneys and Solicitors (Clearly & Isaacson). April 17.  
 Davidson, Septimus, Benj Hardwick, & Alfred Carr, Weavers' Hall, Basinghall-st, Attorneys-at-Law and Solicitors in Equity. April 21. By mutual consent.

## Windings-up of Joint Stock Companies.

FRIDAY, April 24, 1863.

UNLIMITED IN CHANCERY.

Mercantile Guarantee and Assurance Company.—V. C. Wood will, on May 6 at 1, proceed to make a call on all contributories of this company for 20s. per share.

LIMITED IN CHANCERY.

Commercial Discount Company (Limited).—The Master of the Roll has appointed H. Croydall, 14, Old Jewry-chambers, Accountant, Official Liquidator of this company.

TUESDAY, April 28, 1863.

UNLIMITED IN CHANCERY.

Tretoll and Messer Mining Company.—V. C. Wood will, on May 6 at 12, proceed to make a call on all contributories of this company, for 15s. per share.

LIMITED IN CHANCERY.

London Ropery Company (Limited).—Order to wind up, April 18. V. C. Wood.

Minima Organ Company (Limited).—Creditors are required, on or before May 16, to send their names and addresses, and particulars of their debts or claims, and the names and addresses of their solicitors, to F. Whitney, 5, Serle-st, Lincoln's-Inn, Official Liquidator of this company.  
 National Credit and Exchange Company (Limited).—Creditors are required, on or before May 13, to send their names and addresses, and particulars of their debts or claims, and the names and addresses of their solicitors, to F. Whitney, 5, Serle-st, Lincoln's-Inn, Official Liquidator of this company.

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 24, 1863.

Baker, Rbt, Writtle, Essex, Land Surveyor. June 2. Wilson, Chelmsford.  
 Barwick, Hy, Barrow-in-Furness, Lancaster, Saddler. May 18. Manchester, Barrow-in-Furness.  
 Cracknell, Jas, Tillingham, Essex, Farmer. June 2. Wilson, Chelmsford.  
 Dobson, Jas, Oswton, Lincoln, Flax Dresser. May 30. Merrils, Epworth, near Bawtry.  
 Eaton, Geo, The Terrace, Kensington, Gent. June 22. Langford & Marsden, Friday-st, Chapside.  
 Matcham, Thos, Southampton, Innkeeper. June 24. Emma Matcham, Philip Longman, and Wm Jeffery, Executors.  
 Salisbury, Thos, Foulis-ter, Fulham-rd, Brompton, Gent. June 2. Gregory, Wax Chandlers' Hall, Gresham-st.  
 Shaker, John Frank, Llandisili, Montgomery, Esq. May 1. Sabine, Oswestry.  
 Stacy, Mary Maria, Chelmsford, Spinster. June 2. Wilson, Chelmsford.  
 Stanford, Jos, Lakenham, Norwich, Yeoman. June 15. Keith & Co, Norwich.  
 Stewart, Mary Ann Eliza Jane, Pau, France, Widow. June 1. Richardson, Old Jewry-chambers.  
 Whittegreave, Geo Thos, Moseley Court, Stafford, Esq. July 16. Young & Jacksons, Essex-st.

TUESDAY, April 28, 1863.

Barwise, Geo, Devonshire-pl, Wandsworth-rd, Gent. June 10. Browning, Histon-st, Threadneedle-st.  
 Buckenham, Thos, East Harling, Norfolk, Farmer. June 25. Golding, Walsham-le-Willows, Suffolk.  
 Farr, Hy Sherlock, Beccles, Suffolk, Esq. June 25. Golding, Walsham-le-Willows, Suffolk.  
 Greenhill, Edw, Stourport, Worcester, Wharfinger. July 1. Cook, Stourport.  
 Harland, Wm Chas, Sutton Hall, York, Esq. July 10. Ware, York.  
 Hurrell, Jane, Belgrave-rd, Eccleston-sq, Middlesb, Widow. May 28. Green & Hall, Moorgate-st.  
 James, John, Woodfield-ter, Harrow-rd, Paddington, Gent. June 1. Chappell & Shoard, Golden-sq.  
 Jepson, John Geo, Tuxford, Nottingham, Innkeeper. May 25. Marshall & Son, East Retford, and Smith, Carlton-on-Trent.  
 Jewell, John Nunn, Lower Easton, Gloucester, Paymaster, R.N. June 23. O'Donoghue, Bristol.  
 MacDougall, Sir Duncan, Eaton-sq, Middles, Kent. June 24. Garrard & James, Suffolk-st, Ball-mall East.  
 Milligan, Rbt, Acacia, Guiseley, York, Esq. July 1. Rawson & Co, Bradford.  
 Murgia, John, Spalding, Lincoln, Gent. June 4. Randall, Gracechurch-st.  
 Newlands, Andrew, New Windsor, Farrier. June 30. Phillips, New Windsor.  
 Parry, Margaret, Lpool, Widow. May 12. Lloyd & Garnett, Lpool.  
 Pearson, Saml, Manch, Victualler. July 1. Horner, Manch.  
 Salisbury, Thos, Foulis-ter, Fulham-rd, Brompton, Middx, Gent. June 9. Gregory, Wax Chandlers' Hall, Gresham-st, West.  
 Simpson, Thos, York, Esq., M.D. June 30. Ware York.  
 Sundius, John Fredk, Gracechurch-st, Ship Broker. July 1. Cox & Stone, Poultry.  
 Turner, Hy, Holland-st, Blackfriars, Victualler. May 30. Langham & Son, Barbett's-bldgs, Holborn.  
 Young, Barbara, Newcastle-upon-Tyne, Widow. May 20. Griffith & Crighton, Newcastle-upon Tyne.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 24, 1863.

Ashton, Jas, Heywood, Lancaster, Grocer. May 26. Ashton v. Whitehead, V. C. Stuart.  
 Bult, Saml, Horney-lane, Highgate, Esq. June 1. Way v. Bult, V. C. Stuart.  
 Campbell, Wm Wilson, Castle Port Stewart, near Coleraine, Ireland. May 22. Robinson v. White, M.R.  
 Gunston, Martha Maria, Woodbridge-st, Clerkenwell, Widow. May 25. Eady v. Scandell, M.R.  
 Jordan, Rbt, West Bromwich, Builder. May 25. Brooks v. Brooks, M.R.  
 Lloyd, Jas Payne, Newgate-st, Bootmaker. May 21. Lloyd v. Lloyd, M.R.  
 Morgan, John Minter, Stratton-st, Piccadilly, Esq. May 22. Herring v. Brown, V. C. Stuart.  
 Mousley, Rev. Wm, Cold Ashby, Northampton. May 21. Mousley v. Harrison, M.R.  
 Saunders, Wm, Chatham, Auctioneer. May 21. Frail v. Austen, M.R.  
 Bowman, Mary, Hackney-ter, Hackney, Widow. May 30. Marshall v. Chatfield, V. C. Stuart.  
 Webb, Thos, High-st, Camden-town, Gent. May 28. Pearson v. Hoffman, V. C. Stuart.

TUESDAY, April 28, 1863.

Bowman, Mary, Hackney-ter, Hackney, Widow. May 30. Marshall v. Chatfield, V. C. Stuart.  
 Webb, Thos, High-st, Camden-town, Gent. May 28. Pearson v. Hoffman, V. C. Stuart.

## Assignments for Benefit of Creditors.

TUESDAY, April 28, 1863.

Mabson, Thos, Wurwick-st, Fimlico, Grocer. Mar 30. Treherne & Wolfson, Gresham-st.  
 Thompson, Ralph, Newcastle-upon-Tyne, Printer. April 4. Hoyle, Newcastle-upon-Tyne.

## Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 24, 1863.

Alford, Jas, Quadrant, Brighton, Grocer. Mar 30. Asst. Reg April 24.  
 Bannister, Jos, Chester, Baker. Mar 31. Conv. Reg April 23.  
 Butcher, Jas Edw, & John Barber Ely, Lowestoft, Builders. Mar 27. Asst. Reg April 24.  
 Butcher, Wm, Jun, Sheffield, Steel Mfctr. Mar 26. Asst. Reg April 21.  
 Carling, Rbt, Manch, Drysalter. Mar 26. Asst. Reg April 22.  
 Cornish, Thos, Portsmouth, Horse Dealer. April 15. Conv. Reg April 21.  
 Evans, Rchd Bangh, Newport, Monmouth, Draper. April 2. Comp. Reg April 23.  
 French, Wm Lonsdale, Newcastle-upon-Tyne, Engineer. Feb 26. Asst. Reg April 21.  
 Giron, Betsy Ann, Newark-upon-Trent, Widow. Mar 27. Asst. Reg April 18.  
 Hall, Alf Jas, Limpley Stoke, Wilts, Grocer. April 9. Conv. Reg April 21.  
 Hancock, Wm, & John Murray, Manch, Builders. April 2. Asst. Reg April 22.  
 Harper, Edw Norton, Jerusalem Coffee House, London. Mar 30. Asst. Reg April 22.  
 Helmes, Rbt, St Agnes-ter, Tabernacle-sq, Finsbury, Boot Manufacturer. Mar 30. Conv. Reg April 22.  
 Hill, David, Leeds, Wholesale Druggist. April 13. Conv. Reg April 22.  
 Hodgson, John, Leatherhead, Farmer. Mar 30. Conv. Reg April 22.  
 Humphrey, Geo Kilpin, Coventry, Draper. Mar 25. Asst. Reg April 21.  
 Iredale, Jos, Nicholas-sq, Hackney-rd, Comm Traveller. April 22. Asst. Reg April 24.  
 Marsden, David, Swansea, Draper. April 2. Comp. Reg April 23.  
 Mather, Wm, Andenshaw, Lancaster, Cab Driver. April 1. Asst. Reg April 23.  
 Matsen, Jno David, Old Broad-st, Merchant. Mar 31. Comp. Reg April 22.  
 Radcliff, Jos Schofield, Blackburn, Painter. Mar 30. Asst. Reg April 22.  
 Roe, Colston Philip, Bristol, Printer. Mar 28. Conv. Reg April 22.  
 Roe, Eliz Ebdon, & Wm Joseph Scrivener, Woolwich, Millers. April 20. Comp. Reg April 23.  
 Smith, Isaac, Theydon Garmon, Essex, Farmer. Mar 27. Asst. Reg April 21.  
 Spencer, Geo, Nannton, Worcester, Farmer. Mar 26. Conv. Reg April 22.  
 Swann, Geo Ashby, Sermon-lane, London, Warehouseman. Mar 27. Asst. Reg April 22.  
 Sykes, Mary Ann, Liothwaite, York, and Dan Sykes, Huddersfield, Woollen Merchants. Mar 27. Asst. Reg April 21.  
 Thompson, Fredk, Halifax, Shopkeeper. Mar 28. Asst. Reg April 23.  
 Urry, Maria, & Thos Chas Urry, Leigh-st, Burton-crescent, Middx. Mar 31. Release on change from bankruptcy. Reg April 22.  
 Warren, Geo Hy Woodruff, Dover, Bookbinder. Mar 26. Asst. Reg April 22.  
 Watkins, John, Liangynder, Brecon, Farmer. Mar 27. Asst. Reg April 22.  
 Webb, Geo, Sheerness. April 18. Conv. Reg April 22.  
 Willey, John Ralphs, Ludgate-st, Mercer. April 10. Asst. Reg April 22.  
 Yondale, Hugh, Guildford, Draper. Mar 26. Conv. Reg April 22.

TUESDAY, April 21, 1863.

Altken, Rbt Scott, Dunstable, Draper. March 31. Conv. Reg March 27.  
 Allen, Jas, Manch, Publican. April 7. Comp. Reg April 27.  
 Bloomfield, Jno Miller, Colchester, Baker. March 20. Asst. Reg April 24.  
 Bray, Wm Daws, Sontergate, Ulverston, Lancaster, Veterinary Surgeon. April 8. Asst. Reg April 24.  
 Broome, Wm, Coleman-street, London, Discount Agent. April 18. Asst. Reg April 24.  
 Budge, Jno Hawkhead, Marple, Chester, Woollen Manufacturer. April 14. Asst. Reg April 23.  
 Chapman, Wm, Salford, Grocer. April 17. Asst. Reg April 25.  
 Cherry, Edw, Manch, Merchant. March 31. Comp. Reg April 24.  
 Christmas, Chas, Alton, Hampshire, Grocer. April 18. Asst. Reg April 27.  
 Clayton, John Geo, & Jas Makinson Brierly, Unsworth, near Bury, Manufacturers. April 27. Comp. Reg April 28.  
 Cleaver, Jno, Endell-st, Long-acre, Middx, Picture Frame Maker. April 13. Asst. Reg April 27.  
 Downing, Thos Marshall, Smethwick, Stafford, Patent Cork Cutter. April 7. Asst. Reg April 27.  
 Dudgeon, Jno Hepburn, Leadenhall-st, London, Merchant. April 14. Asst. Reg April 27.  
 Dunnington, Hy, Dartmouth-road, Forest-hill, Kent, Wine Merchant. April 23. Asst. Reg April 23.  
 Farrar, Samuel, & Robert Wallace Farrar, Pontefract, Grocers. March 28. Asst. Reg April 25.  
 Golden, Stephen, Jun, Ashford, Kent, Corn Factor. April 7. Asst. Reg April 22.

Green, Daniel, Jan, George-yard, Lombard-st, Merchant. March 30. Comp. Reg April 25.  
 Gwilliam, Geo, Lpool, Wheelwright. April 16. Conv. Reg April 25.  
 Hawken, Jno Treasurer, Plymouth, Grocer. March 30. Conv. Reg April 24.  
 Higgins, Wm Malling, Hotwells, Bristol, Manufacturer. Mar 31. Asst. Reg April 27.  
 Ireland, John, Kingston-upon-Hull, Draper. April 23. Comp. Reg April 25.  
 Jupp, Hy, Gillingham, Kent, Grocer. April 8. Asst. Reg April 28.  
 Marshall, John Wm, Hill Top, Stafford, Schoolmaster. April 17. Asst. Reg April 27.  
 Moore, Geo, Handsworth, Stafford, Nurseryman. April 16. Asst. Reg April 27.  
 Morrison, John, Manchester, Draper. Mar 31. Asst. Reg April 24.  
 Nicholson, Jas, West Teignmouth, Stationer. April 1. Asst. Reg April 27.  
 Oliver, Wm, Lpool, Builder. April 1. Comp. Reg April 25.  
 Pitt, Edwin, Bath, Upholsterer. April 8. Asst. Reg April 27.  
 Puckrin, Wm, Whitty, York, Butcher. April 4. Conv. Reg April 27.  
 Robson, Thos, Gateshead, Saddler. April 9. Conv. Reg April 27.  
 Rudler, Wm, Wolverhampton, Saddler. April 14. Asst. Reg April 28.  
 Stock, Wm Spry, & Hy John Mirehouse, Bristol Sugar Refiners. April 27. Asst. Reg April 28.  
 Warburton, Wm, Kidsgrove, Stafford, Beer-seller. Mar 28. Asst. Reg April 24.

### Bankrupts.

FRIDAY, April 24, 1863.

To surrender in London.

Allcock, Joseph, Shorham, Contractor. Pet April 22. May 7 at 2. Lawrence & Co, Old Jewry-chambers.  
 Arundel, Reuben John, Surrey-pl, Old Kent-rd, Assistant to a Draper. Pet April 22. May 5 at 1. Peverly, Coleman-st.  
 Badow, Lewis, Fashion-st, Spitalfields, Trimming Maker. Pet April 22 (for paup). May 12 at 12. Aldridge & Bromley.  
 Bartholomew John Stephens, Wallingford, Berks, out of business. Pet April 21. May 4 at 2. Richards & Walker, Lincoln's-inn-fields, and Cave, Newbury.  
 Blondeau, Ferdinand, Bushey, Dealer in Flour. Adj April 18. May 12 at 11. Aldridge & Bromley.  
 Bonham, Hy, Gt Russell-st, Bloomsbury, out of business. Pet April 21. May 5 at 1. Waldron, Lamb's-conduit-st.  
 Bounford, Richd, Ranelagh-grove, Piccadilly, Mason. Pet April 22. May 7 at 2. Marshall, Lincoln's-inn-fields.  
 Bowden, Wm Richard, Oxford, Printer. Pet April 20. May 13 at 12. Sale & Co, Aldermanbury, and Mailm, Oxford.  
 Clark, Richd, Basinghall-st, Umbrella Manufacturer. Pet April 20. May 13 at 1. Reed, Gresham-st.  
 Conrath, Philip Hy, Harwood-st, Camden Town, Baker. Pet April 23. May 7 at 2. Munday, Essex-st, Strand.  
 Daborn, Geo (and not Geo Daborn as previously advertised). Dale, Edw Hy, Folkestone, Tailor. Pet April 15. May 7 at 2. Reed, Gresham-st.  
 Farnell, Joseph Kirby, New Oxford-st, Keeper of a Registry Office for Servants. Pet April 23 (for paup). May 9 at 1. Aldridge.  
 Fliz, John, Deptford, Marine Store Dealer. Adj April 17. May 5 at 12. Aldridge.  
 Fox, Joel, Lewis Cottage, Lewis-st, Kentish Town, Furrier. Pet April 21. May 5 at 1. Murray, Gt St. Helen's.  
 Gibbons, Hy, Jun, Beckenham, Kent, of no occupation. Pet April 21. May 7 at 1. Dynes & Harvey, Lincoln's-inn-fields, for Drummonds & Co, Croydon.  
 Gibson, Rbt, Mina-rd, Old Kent-rd, Victualler. Pet April 22. May 7 at 1. Foote, Basinghall-st.  
 Gillard, Wm, Finsbury-pl South, Middx, Drysalter. Pet April 22. May 5 at 1. Parke, Moorgate-st.  
 Halliwa, Wm Gough, Sudeley-st, Islington, Middx, General Merchant. Pet April 21 (for paup). May 9 at 11. Aldridge.  
 Harral, Chas, Bedford-ter, Andover-rd, Holloway, Builder. Adj April 18. May 4 at 2. Ann Rosina, Grove-end-rd, St. John's-wood, Widow. Pet April 23.  
 Houlding, Mary Ann, Grove-end-rd, St. John's-wood, Widow. Pet April 23.  
 Jones, John, St George's-sq, Piccadilly, Wine Merchant. Pet April 18. May 4 at 2.30. Medical, Tokenhouse-yard.  
 Keates, Hugh, King's-rd, St Pancras, Carman. Pet April 22. May 12 at 12. H. de Medina, St Beneto-pl, Gracechurch-st.  
 Levens, Chas, Custom-house-ter, Victoria Docks, Plaistow, Baker. Adj April 15. May 4 at 1. Aldridge.  
 Major, Geo Wm, Portland-ter, Westmorland-rd, Walworth, Printer. Pet April 22. May 5 at 1. Wyatt, Clement's-lane, Lombard-st.  
 Minster, Jas, Yaxley, Suffolk, Miller. Pet April 22. May 5 at 1. Doyle, Verulam-buildings, Gray's-inn, and Sadd, Norwich.  
 Palsall, Hy, St Peter-st, Hackney-rd. Pet April 17. May 4 at 12. Drew, New Basinghall-st.  
 Payne, John, Ealing, Boot Manufacturer. Pet April 20 (for paup). May 11 at 11. Aldridge.  
 Pearson, Thos, Milham, Norfolk, Bricklayer. Pet April 20. May 12 at 11. Doyle, Verulam-buildings, Gray's-inn, agent for Drake, East Dereham.  
 Press, Joseph Philip, Deptford, Comm Agent. Pet April 18. May 4 at 9.30. Buchanan, Basinghall-st.  
 Price, Thos, Bedfordbury, Covent-garden, Middx, House Agent. Adj April 18. May 4 at 2. Aldridge.  
 Raper, John, Castle-st, St Martin's-lane, Provision Dealer. Pet April 21. May 12 at 11. Drake, Gresham-st.  
 Scholey, Hy, High-st, Shadwell, Greengrocer. Adj April 18. May 12 at 11. Aldridge & Bromley.  
 Himey, John Baines, Middlesex-st, Whitechapel, Baker. Pet April 18. May 4 at 11. Foote, Bartholomew-close.  
 Toulree, Joseph, Grove-cottage, Westfield-rd, Surbiton, Surrey, Carpenter. Pet April 21. May 12 at 12. Cooper, Charing-cross.  
 Tringham, John, Canterbury-ter, Beresford-st, Walbrook, out of business. Pet April 20 (for paup). May 4 at 2. Aldridge.  
 Tupp, John, Lewisham, Jobbing Gardener. Adj April 17. May 4 at 2. Aldridge.  
 Williams, Hy Thos, North Keppel-mews, Russell-sq, Builder. Pet April 17. May 4 at 2. Evans, John-st, Bedford-row.  
 Witherspoon, John, Woolwich, Greengrocer. Adj April 17. May 12 at 11. Aldridge & Bromley.

### To Surrender in the Country.

Beech, Hy, Congleton, Victualler. Pet April 2. Congleton, May 2 at 11. Washington.  
 Beeson, John Buxton, Nottingham, Book-keeper. Pet April 22 (for paup). Nottingham, May 27 at 11. Maples, Nottingham.  
 Board, Chas, Barton, Bristol, Accountant. Pet April 20. Bristol, May 8 at 11. Brittan & Sons, Bristol.  
 Burrows, John, Jm, Habersham Eaves, Lancaster, Grocer. Pet April 20. Burnley, May 7 at 3. Hardley, Burnley.  
 Carnduff, John, Birm, Tailor. Pet April 20. Birm, May 11 at 10. Sargent, Birm.  
 Cook, Joseph, Walsall, Pad Manufacturer. Pet. Walsall, May 6 at 12. Brevitt, Darlaston.  
 Cox, Geo, Leeds, out of business. Pet April 21. Leeds, May 7 at 11. Naylor, Leeds.  
 Cross, Wm, Nuneaton, Warwick, Farm Bailiff. Pet April 22. Nuneaton, May 22 at 3. Estlin, Nuneaton.  
 Crundel, Danl, Pet April 18. Ludlow, April 28 at 10.  
 Curtin, Joseph, Birkenhead, Clerk. Adj April 23. Lpool, May 11 at 11. Morris, Lpool.  
 Dealey, Geo, Lancaster, Boot Maker. Pet April 20. Salford, May 9 at 9.30. Andrew, Manch.  
 Dodd, Benl, Wellington, Salop, in no occupation. Pet April 8. Wellington, May 8 at 10. Taylor, Wellington.  
 Favaretti, Antonio, St. Mary, Cardiff, Ship Broker. Pet April 21. Cardiff, May 5 at 11. Willocks, Cardiff.  
 Fields, Woolley Jollens, Wednesbury, Stafford, Foreman to a Tailor. Pet April 20. Walsall, May 6 at 12. Sheldon, Wednesbury.  
 Forrester, Joseph, Wolverhampton, Comm Agent. Pet April 20. Birm, May 15 at 12. Hodgson & Co, Birm.  
 Garbett, John, sen, Bilston, Stafford, Builder. Pet. Wolverhampton, May 4 at 12. Bartlett, Wolverhampton.  
 Good, Geo Fredk, Merriott, Somerset, out of business. Pet April 22. Exeter, May 8 at 12. Jolliffe, Crewkerne, and Floud, Exeter.  
 Groves, Jacob, Willenhall, Stafford, Rim Lock Maker. Pet. Wolverhampton, May 4 at 12. Slater, Darlaston.  
 Hackwood, Saml, Wednesbury, Broker. Pet April 20. Walsall, May 6 at 12. Sheldon, Wednesbury.  
 Horlock, Edward, Longham, Dorset, Carpenter. Pet April 18. Wimborne Minster, May 15 at 10. Tanner, Wimborne Minster.  
 Hughes, Chas Fredk, Westbromwich, Gas Engineer. Adj April 16. Oldbury, May 4 at 11. Hayes, Wolverhampton.  
 Inkson, Sahak, King's Lynn, Butcher. Pet April 22. King's Lynn, May 11 at 11. Wilkin, King's Lynn.  
 Jeavons, Jas, Whitmore Beans, Wolverhampton, Dealer in Skins. Pet. Wolverhampton, May 4 at 12. Walker, Wolverhampton.  
 Lewis, John, Pentyrch, Glamorgan, Grocer. Pet April 21. Bristol, May 8 at 11. Bevan & Co, Bristol.  
 Jones, Edward, Bristol, Comm Agent. Pet April 21. Bristol, May 8 at 11. Benson, Bristol.  
 Langer, Geo, Christchurch, Hants, Tailor. Pet April 20. Christchurch, May 6 at 3. Mackey, Southampton.  
 Law, Jas, Whitmore Beans, Wolverhampton, File Cutter. Pet. Wolverhampton, May 4 at 12. Thurstan, Wolverhampton.  
 Lawley, Thos, Wolverhampton, Labourer. Pet. Wolverhampton, May 4 at 12. Walker, Wolverhampton.  
 Letherland, Chas, Wolverhampton, Greengrocer. Pet. Wolverhampton, May 4 at 12. Langman, Wolverhampton.  
 Lewis, Thos Philip, Manch, Victualler. Adj March 18. Manch, May 22 at 12. Gardner, Manch.  
 Lindsey, Joseph, Hestall, Edwars, Stafford, Butcher. Pet April 21. Rugeley, May 5 at 11. Palmer, Rugeley.  
 Lynas, Thos, Sadberge, Durham, Farm Servant. Pet April 20 (for paup). Durham, May 6 at 12. Thompson & Lisle, Durham.  
 Marshall, Saml, Somercoates, Derby, Beerhouse Keeper. Pet April 15. Alfreton, May 13 at 11. Smith, Nottingham.  
 McHugh, Andrew, North Shields, Grocer. Adj April 15. Newcastle-upon-Tyne, May 7 at 12. Hoyle, Newcastle-upon-Tyne.  
 Nankivell, Thos, Illogan, Cornwall, Grocer. Pet April 17. Exeter, May 6 at 11. Peter, Teddith, and Pitts, Exeter.  
 Newby, John, Bishopwearmouth, Durham, Merchant Tailor. Pet April 20 (for paup). Durham, May 6 at 12. Thompson & Lisle, Durham.  
 Partridge, Jas, Sharnbrook, Bedford, Wheelwright. Pet April 20. Bedford, May 4 at 3. Conquest & Stimson, Bedford.  
 Pile, Philip, St James, Bristol, Victualler. Pet April 21. Bristol, May 15 at 12. Thick.  
 Powell, Rees, Bridgend, Glamorgan, Victualler. Pet April 20. Bristol, May 8 at 11. Clifton & Brooking, Bristol.  
 Priestley, Thos, Walsall, out of business. Pet. Walsall, May 6 at 12. Brevitt, Darlaston.  
 Pulling, Hy, Bishop's Waltham, Southampton, Farmer. Pet April 20. Southampton, May 9 at 12. Mackey, Southampton.  
 Reading, Saml, Birm, Hardwareman. Pet April 22. Birm, May 15 at 12. Duke, Birm.  
 Rice, Wm Wright, Heligam, Norwich, Teacher of Music. Pet April 21. Norwich, May 5 at 11. Sadd, Norwich.  
 Rich, Fras, Sheffield, Brick Maker. Pet April 22. Sheffield, May 8 at 2. Broadbent, Sheffield.  
 Riley, Edward, Bradford, nr Manchester, Washing Powder Manufacturer. Pet April 23. Manch, May 18 at 9.30. Bennett, Manch.  
 Sands, Joseph, Sibsey, Lincoln, Carpenter. Pet April 20. Boston, May 2 at 8. York, Boston.  
 Shaw, Chas, Bakewell, Derby, Saddler. Pet April 23. Leeds, May 9 at 10. Smith & Burdakin, Sheffield.  
 Sparke, Hy, Boxted, Essex, Miller. Pet April 21. Colchester, May 9 at 11.30. Jones, Colchester.  
 Stanton, John, Hampton Lovett, Worcester, Blacksmith. Adj April 17. Birm, May 4 at 12. James & Co, Birm.  
 Swift, Geo, Oldham, Grocer. Pet April 14. Manch, May 6 at 12. Taylor, Oldham, and Chubb & Wheeler, Manch.  
 Tew, Thos, Marden, Hereford, Builder. Pet April 21. Birm, May 15 at 12. Luckling, Birm, and Gwillim, Hereford.  
 Thorne, Fredk Joseph, & Walter Thorne, Lpool, Tea Dealers. Pet April 17. Lpool, May 7 at 11. Evans & Co, Lpool.  
 Thwaites, Wm, Redcar, York, Auctioneer. Pet April 20. Stockton, May 4 at 2.30. Simpson, Yarm.  
 Vernon, Thos Wm, Smethwick, Stafford, Ironmaster. Pet April 21. Birm, May 25 at 12. Collis & Ure, Birm.



Walker, Thos, Low Harrogate, York, out of business. Pet April 17.  
 Knaresborough, May 6 at 16. Haris, Leeds.  
 Watkins, Geo, Brynmawr, Brecknock, Haulier. Pet April 18. Tredegar,  
 May 9 at 15. Harrie, Tredegar.  
 Watts, Chas, Bath, Boot Manufacturer. Pet April 22. Bristol, May 9 at  
 11. King & Plummer, Bristol.  
 Watson, Jas, Newcastle-upon-Tyne, Chemist. Pet April 20. Newcastle-  
 upon-Tyne, May 7 at 12.30. Joel, Newcastle-upon-Tyne.  
 Williams, David, Carmarthen, Coachmaker. Pet April 30 (for pan). Car-  
 marthen, May 4 at 10. Jeffries, Carmarthen.  
 Winks, Wm, Workop, Nottingham, Milliner. Pet April 22 (for pan).  
 Nottingham, May 27 at 11. Maples, Nottingham.

TUESDAY, April 23, 1863.

To Surrender in London.

Borer, Chas, Caroline-pl, Haverstock-hill, Midlax, Cheesemonger. Adj  
 April 18. May 11 at 2. Aldridge.  
 Brind, Richd, Reading, Berks, Corn Dealer. Pet April 23. May 9 at 11.  
 Doyle, Verulam-buildings, Gray's-inn, and Smith, Heading.  
 Bugler, Geo, Richmond-rd, Putney, Builder. Pet April 24. May 12 at 1.  
 Ody, Trinity-st, Southwark.  
 Ensh, Alf, Grove-rd, St John's-wood, Gent. Pet April 25. May 11 at 2.  
 Mullens, Poultry.  
 Daniel, Robt, Woolwich, Sculptor. Pet April 24. May 9 at 12. Dulton,  
 Bucklebury.  
 Engleheart, Benj Octavius, King William-st, Auctioneer. Pet April 25.  
 May 9 at 12. Harrison & Lewis, Old Jewry.  
 Gibson, Robt, Mina-rd, Old Kent-rd, Victualier. Pet April 22. May 9 at  
 1. Fook, Basinghall-st.  
 Gladwin, Thos Geo, Fiddington-st, Marylebone, Plumber. Pet April 24.  
 May 11 at 11. Porter, Coleman-st.  
 Harvey, Hy, St Mary's-sq, Kennington-rd, General Merchant. Adj April  
 17. May 9 at 13. Aldridge.  
 Hery, Edmund Geo, Monmouth-rd North, Westbourne-grove, Milliner.  
 Pet April 24. May 9 at 12. Brutton, Cophall-chambers.  
 Hollister, Augustine Geo, Davies-st, Berkeley-sq, Midlax, Watchmaker.  
 Pet April 24. May 11 at 2. Indus, Bedford-row.  
 Ingram, Jas, Northampton, of no business. Pet April 24. May 9 at 1.  
 Kingston & Williams, Lawrence-lane, London, and Shield & White,  
 Northampton.  
 Jackson, Nicholas Lane, Mason's-avenue, Basinghall-st, Sergeant-at-Mace  
 to the Sheriffs of London. Pet April 25. May 12 at 2. Longley,  
 Moorgate-st.  
 Johnson, Hy Hilditch, St Paul's-churchyard, Wine Merchant. Pet April  
 25. May 12 at 2. Linklaters & Hackwood, Walbrook.  
 Jones, Chas, River View, Freemantle, Southampton, Wine Merchant.  
 Pet April 23. May 12 at 12. Peterson & Son, Boulevard-st, Fleet-st,  
 agents for Mackay, Southampton.  
 Mold, Wm, Brook-st, Euston-rd, Midlax, Auctioneer. Pet April 24. May  
 9 at 11. Weekes, Symond's-inn, Chancery-lane.  
 Norley, Thos, Bury St Edmunds, Lead Merchant. Pet April 24. May 12  
 at 1. Linklaters & Hackwood, Walbrook.  
 Picher, Jas, Chestnut-row, Kenish Town-rd, out of business. Pet April  
 23. May 12 at 12. Holmes, Fenchurch-st.  
 Russell, Emily Caroline, Cottage grove-park, Peckham, Widow. Adj  
 April 18. May 11 at 12. Aldridge.  
 Sheldrake, Ebenezer, Brewer-st, Golden-sq, General Advertising Agent.  
 Pet April 24. May 11 at 1. Catchpole, St Tower-st.  
 Strachan, John, Higham, Norwich, Draper. Pet April 24. May 11 at  
 11. Doyle, Verulam-buildings, Gray's-inn, and Sadd, Norwich.  
 Sturmer, Fredk, Lower-grove, Brompton, Midlax, Clerk in Holy Orders.  
 Pet April 23. May 12 at 12. Lewis, Raymond's-buildings, Gray's-inn.  
 Sylvester, Hy, Whitebury-st, Euston-sq, Cab Driver. Pet April 25. May  
 9 at 11. Hall, Gray's-inn-sq.  
 Tapp, John (and not John Tapp, as previously advertised).  
 Viles, Hy Andrew, Long-acre, Midlax, Coffee-house Keeper. Adj April  
 18. May 25 at 1. Aldridge.  
 Warner, Eliza Margaretta, Princes-road, Lambeth, of no business. Pet  
 April 23 (for pan). May 11 at 1. Aldridge.  
 White, John, Ventnor, Isle of Wight, Blacksmith. Adj April 16. May  
 12 at 2. Aldridge & Bromley.  
 Wilson, Robt, Spencer-st, Park-rd, Battersea, Retired Purser in the R.N.  
 Adj April 17. May 25 at 11. Aldridge.

To Surrender in the Country.

Baldwin, Fred, Tunstall, Stafford, Book-keeper. Pet April 27. Hanley,  
 May 16 at 11. Litchfield, Newcastle-under-Lyme.  
 Beaumont, John, & Joseph White, Stalybridge, Chester, Common Brewers.  
 Pet April 24. March, May 12 at 12. Darnton & Greaves, Ashton-  
 under-Lyme.  
 Beresford, Joseph, Birn, out of business. Pet April 21. Birn, May 11 at  
 10. Parry, Birn.  
 Blakemore, Jas, Birn, Crate Maker. Pet April 23. Birn, May 11 at 10.  
 East, Birn.  
 Bull, Thos, Stone, Stafford, Victualier. Pet April 23. Stone, May 9 at  
 11. Litchfield, Newcastle-under-Lyme.  
 Cartledge, Joseph, Chesterfield, Draper's Assistant. Pet March 12. Ches-  
 terfield, May 12 at 12. Gamble & Leech, Derby.  
 Collingwood, Saml, Hockley, Birn, out of business. Pet April 23. Birn,  
 May 11 at 10. Parry, Birn.  
 Collins, Walter Edward, Birn, Plumber. Pet April 23. Birn, May 11 at  
 10. Allen, Birn.  
 Constant, Thos, Laton, Gardener. Adj April 21. Laton, May 7 at 12.  
 Cooke, Geo, Barnsley, Grocer. Pet April 24. Leeds, May 14 at 11.  
 Hamer, Barnard, & Bond & Barwick, Leeds.  
 Cox, Edward Jas, Birn, Comm Agent. Pet April 23. Birn, May 11 at  
 10. East, Birn.  
 Cozens, Thos Only, Birn, Brush Maker. Pet (for pan). Birn, May 11  
 at 10.  
 Craft, Hy, Jnn, Aylsham, Norfolk, General-shop Keeper. Adj March 17.  
 Aylsham, May 12 at 2. Chitcock, Norwich.  
 Carrier, John, Dawley, Salop, Beerseller. Pet April 13. Madeley, May  
 9 at 12. Walker, Wellington.  
 Danks, John, Wednesbury, Gas Fittings Maker. Adj April 20. Walsall,  
 May 6 at 12.  
 Davis, Richd, West Bromwich, Victualier. Pet April 23. Birn, May 26 at  
 12. Reece, Birn.  
 Dyer, Wm, Torre, Torquay, Builder. Pet April 15. Exeter, May 12 at  
 12. Carter, Torquay.

Foster, John, Market Rasen, Lincoln, Watchmaker. Pet April 22. King-  
 ston-upon-Hull, May 27 at 12. Bromhead & Stebb, Lincoln.  
 Gamsen, Jas, Jun, Birn, Spur Rowel Maker. Pet April 23. Birn, May  
 11 at 10. Sears, Birn.  
 Hall, John, Firsby, Lincoln, Stone Mason. Pet April 21. Spilsby, May 8  
 at 11. Walker, Alford.  
 Hands, Thos, Birn, Victualier. Pet April 21 (for pan). Birn, May 26 at  
 12. James & Co, Birn.  
 Hill, Jason, Feckenham, Worcester, Needle Manufacturer. Pet April 22.  
 Birn, May 15 at 12. Southall & Nelson, Birn.  
 Hill, John, Willoughton, Lincoln, Grocer. Pet April 21. Gainsborough,  
 May 12 at 10. Brown & Son, Lincoln.  
 Hill, Thos, Dalby-in-the-Wolds, Leicester, Farmer. Pet April 23. Mel-  
 ton Mowbray, May 9 at 11. Cape, Leicester.  
 Hocknell, Geo, Birn, out of business. Pet April 21 (for pan). Birn,  
 May 15 at 12.  
 Jarrett, Richd, Bath, Ironmonger's Assistant. Pet April 20. Bath, May  
 8 at 11. Wilton, Bath.  
 Johnson, Fredk, Draycot, Derby, Farmer. Pet April 20. Derby, May  
 10 at 12. Briggs, Derby.  
 Johnson, Wm Hy, Lpool, Auctioneer. Adj April 20. Lpool, May 9 at 11.  
 Jones, Isaac, Llanyngh, Glamorgan, Innkeeper. Pet April 23. Pon-  
 tpridd, May 9 at 11. Linton, Aberdare.  
 Kelly, Robt, Lpool, Auctioneer. Adj April 20. Lpool, May 9 at 11.  
 Kirkman, Joseph, Bolton, Brewer. Adj Feb 12. Bolton, May 11 at 10.  
 Greenhalgh & Hall, Acrefield.  
 Kitching, John, Coxley, Somerset, Farmer. Pet April 24. Bristol, May  
 8 at 11. Clifton & Brooking, Bristol.  
 Law, John, Sheffield, Builder. Adj April 20. Sheffield, May 9 at 10.  
 Martin, John, Dunston, nr Gateshead, Victualier. Pet April 23. Gates-  
 head, May 9 at 12. Joel, Newcastle-upon-Tyne.  
 Maslin, Thos, Sheffield, Butcher. Pet April 23. Sheffield, May 9 at 10.  
 Fernell, Sheffield.  
 Mills, Emma, Cheltenham, Greengrocer. Pet April 21 (for pan). Glou-  
 cester, May 22 at 12. Wilkes, Gloucester.  
 Merton, Geo, & John Merton, Newcastle-upon-Tyne, Grocers. Pet April  
 21. Newcastle-upon-Tyne, May 12 at 12. Joel, Newcastle-upon-Tyne.  
 Nicholson, Wm, West Hartlepool, not in any employment. Pet April 24.  
 Newcastle-upon-Tyne, May 12 at 11.30. Ingledew & Daggett, New-  
 castle-upon-Tyne.  
 Nott, John, St Clement, Worcester, Dealer in Corn. Adj April 17. Wor-  
 cester, May 11 at 11. Wilson, Worcester.  
 Pape, Wm, Kingston-upon-Hull, Comm Agent. Pet April 13 (for pan).  
 Hull, May 1 at 11. Reed, Hull.  
 Parker, Geo, Goole, York, Ale Merchant. Adj Oct 17. Leeds, June 1 at  
 11. Simpson, Leeds.  
 Phenix, Hy, Sheffield, Innkeeper. Pet April 25. Sheffield, May 16 at  
 10. Fernell, Sheffield.  
 Radnall, Hy, Wolverhampton, Coal Dealer. Adj April 20. Birn, May 25  
 at 12. James & Co, Birn.  
 Ridehalgh, James, Southwam, Halifax, Farm Labourer. Pet April 23.  
 Halifax, May 15 at 10. Ingram & Daines.  
 Rodgers, Geo, Sheffield, Razor Manufacturer. Pet April 27. Sheffield,  
 May 13 at 2. Broadbent, Sheffield.  
 Roote, Robt, Filnis, Chemist. Pet April 17. Mold, May 18 at 12. Parry,  
 Mold.  
 Roper, Wm, Jun, Walsall, Veterinary Surgeon. Pet. Walsall, May 8 at  
 12. Duignan & Lewis, Walsall.  
 Ruthven, John Stewart, Lpool, Ale Merchant. Adj April 20. Lpool,  
 May 11 at 11.  
 Sandercock, Wm, Penpont, Cornwall, Cordwainer. Pet April 23. Lann-  
 ceston, May 11 at 11. Peter, Lannceston.  
 Sendall, Geo, Bath, Coach Builder. Pet April 20. Bath, May 8 at 11.  
 Wilton, Bath.  
 Sheehan, John, Waterloo, nr Lpool, Agent. Adj April 20. Lpool, May 9  
 at 11.  
 Sigworth, Wm, Ross, York, Tailor. Pet April 14 (for pan). Hull, May  
 1 at 11.30. Reed, Hull.  
 Smith, Josiah, Ewerston, nr Lpool, out of business. Pet April 24. Lpool,  
 May 8 at 2. Price, Lpool.  
 Snape, Wm, Birn, Cast Iron Fender Manufacturer. Pet April 14 (for  
 pan). Birn, May 11 at 10.  
 Stevens, Joseph, Frimley, Surrey, Victualier. Pet April 24. Farnham,  
 May 13 at 12. Todd, Newgate-st, London.  
 Stevens, Paul, Birn, Comm Traveller. Pet March 31. Birn, May 11  
 at 10. Parry.  
 Storts, Philip Christian, Lpool, Artist. Pet April 23. Lpool, May 13 at 11.  
 Woodburn & Pemberton, Lpool.  
 Tate, Alf, Rastrick, Halifax, Stonemason. Pet April 24. Halifax, May  
 15 at 10. Haigh, Huddersfield.  
 Tatham, Christopher, Appleby, Westmorland, Watch Maker. Pet April  
 23. Appleby, May 12 at 11. Thompson, Appleby.  
 Taylor, Jas, Golds, Huddersfield, Manufacturer. Pet April 24. Leeds,  
 May 25 at 11. Freeman, Huddersfield, and Carim & Tempest, Leeds.  
 Taylor, Wm, Worcester, China Painter. Pet April 24. Worcester, May  
 11 at 11. Parker, Worcester.  
 Thompson, Francis Falconer, Tenbury, Worcester, Surgeon. Pet April  
 11. Birn, May 11 at 12. Burrell, Wakefield, and Hodgson & Co, Birn.  
 Timmins, Thos, Sedgley, Stafford, Coal Merchant. Pet April 20 (for pan).  
 Birn, May 18 at 12.  
 Thrale, Jas, Nottingham, Stonemason. Pet April 25. Nottingham, May  
 27 at 11. Brown, Nottingham.  
 Volans, Geo, Sheffield, Hoiler. Pet April 21. Sheffield, May 9 at 10.  
 Smith & Burdakin, Sheffield.  
 Waite, John, Worthington, Cumberland, Beerseller. Pet April 23. Cocker-  
 mouth, May 11 at 3. Mooradiff, Cocker-mouth.  
 Walmaley, Wm, West Derby, Lpool, Bookkeeper. Adj April 20. Lpool,  
 May 11 at 11.  
 Walthew, Emily Rosa, Gravesend, Schoolmistress. Pet April 23. Graves-  
 end, May 11 at 11. Sharland, Gravesend.  
 Ward, Richd Barber, Barnsley, Chemist. Pet April 21. Barnsley, May  
 28 at 2. Rogers, Barnsley.  
 Weber, Simon, Birn, out of business. Pet April 21. Birn, May 11 at 18.  
 Parry, Birn.  
 Whitaker, Lawrence, Jun, Bolton, Waste Dealer. Pet April 21. Man-  
 ch, May 13 at 12. Welch, Manch.  
 Wragg, David, Mashborough, York, Butcher. Pet April 24. Rotherham,  
 May 22 at 11. Hirst, Rotherham.

## BANKRUPTCIES ANNULLED.

Friday, April 24, 1863.  
Greenwood, Sharp, Bradford, Draper. Feb 23.  
Tuesday, April 28, 1863  
Redgate, Herbert, & John Redgate, Nottingham, Lace Manufacturers.  
April 14.  
Smith, Wm, Manch, Merchant. April 22.  
Wakefield, Geo Vickery, & Robt Birt, Swansea, Hotel Keepers. April 27.

## SOUTH NORTHUMBERLAND.

The Slaye Vale Estate, in the parish of Slaye, about four miles from the market town of Hexham, and four-and-a-half miles from the Ridding Mill and Corbridge Stations, on the Newcastle and Carlisle Railway.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the QUEEN'S HEAD HOTEL, Newcastle-on-Tyne, on SATURDAY, the 16th day of MAY, at TWELVE o'clock precisely, the above valuable FREEHOLD PROPERTY, containing in its entirety 379a. 1r. 21p. of sound pasture, arable, and wood land, principally well-drained, and lying remarkably well together, divided into suitable enclosures, and consisting of the Marley Coat Walls, Slaye East Woodfoot, Bush Peel Flat, and Playwell Farms, with the capital farm-houses and agricultural buildings thereon, at present in the several occupations of Messrs. Taylor, Cuthbertson, and Burgess; there are also two new-erected lodge entrances. The whole offering a sound landed investment for occupation or otherwise, and affording opportunities for preserving game &c.

For particulars apply to Messrs. SWIFT & BLENKINSOP, Solicitors, 32, Great George-street, Westminster; Mr. HENRY COXON, Usworth Colliery Offices, Sunderland; Mr. FRANCIS MERCER, Land Agent and Surveyor, Newcastle-on-Tyne; and Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall.

**MOULSEY.**—Melrose Villa, a substantially built and comfortably arranged gentleman's residence, with stabling, extensive pleasure grounds, garden, orchard, shrubberies, &c., with a fine building frontage to a road, also an extensive river frontage.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have been favoured with instructions from the Trustees under a Will to offer for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, in one Lot the above, very valuable PROPERTY, eligibly situate near the Hampton Court Railway Station. It comprises about 2½ acres, with a frontage of upwards of 400 feet to a main road, and bounded by a good wall on the north side, and extending with pleasant walks along the banks of the river Mole on the south side. The grounds are tastefully laid out, perfectly secluded, thickly planted, and well stocked with fruit trees, including a fine old mulberry tree. The house contains eight bed rooms, three sitting rooms, and offices, and is so placed as to render a portion of the property available for building. The property as an entirety forms a delightful residence, and is in the occupation of a good yearly tenant.

Particulars may be obtained of C. T. WELLBORNE, Esq., Solicitor, 17, Duke-street, London-bridge; at the Mart, E.C.; and with orders to view, of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

## No. 15, Sussex-gardens, Hyde-park.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, this very desirable TOWN MANSION, most eligibly situate close to St. James's Church, Paddington. It contains thirteen bed rooms, one fitted with bath, three very handsome drawing rooms, large dining room, breakfast room, study or library, entrance hall, water-closet on each of four floors, principal and secondary staircases, and extensive and most convenient domestic offices. It is in a complete state of substantial and decorative repair, and is ready for the immediate reception of a family. The interior has been decorated with great taste at a considerable outlay, gas is laid on to every room and the staircases and passages, and water to all the floors except the top. Also stabling for three horses, and double coach-house, with good rooms over, in Gloucester-mews, at the rear of the mansion. The property is held on lease for an unexpired term of seventy-four years, less ten days, from March 29, 1863, at a ground rent of £37 per annum. Possession may be had on completion of the purchase. May be viewed only by orders from the auctioneers.

Particulars, when ready, may be had of Messrs. BELL, STEWARD, & LLOYD, No. 49, Lincoln's-inn-fields; at the Mart, E.C.; and of the Auctioneers, 10, Waterloo-place, Pall-mall, S.W.

## SOUTH HANTS.

The Freehill Farm and Upton Lodge, three miles from Botley Station, and four from Southampton.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have been favoured with instructions from the proprietor, the Rev. F. Trinch, to offer for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE o'clock, the above ESTATE, comprising about 160 acres of good arable, pasture, and wood land, in the parishes of Hound, Bursledon, and Botley, with a small and charmingly placed residence, affording pleasant and convenient yachting quarters. It contains six bed rooms, dining and drawing rooms, morning room, and offices; with stable, coach house, garden, &c. There is also a conveniently placed homestead, with farmhouse, buildings, &c., lately put into good repair. The situation is one of well-known and remarkable beauty, and commands extensive views of the river Hamble, the Southampton Water, the Isle of Wight, Osborne, and Calshot Castle. Immediate occupation, both of the farm and residence, could be given to a purchaser. The land is in excellent condition, having been turned for some time by the proprietor. To any one desirous of building a superior mansion on the property there is the attraction of several fine, dry, and commanding positions, and a sufficient quantity of oak and other ornamental timber has been kept standing with this object.

Particulars and plans may be had of Messrs. PERKEN & CO., Southampton; of W. H. NEWMAN, Esq., Solicitor, Southampton; at the Hotels at Southampton and Botley; at the Mart and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, London, S.W.

## ACTON, Middlesex, within five miles of London.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to prepare for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, GROVE-HOUSE, a desirable family residence containing 8 bed rooms and attics, dining and drawing room, and the usual domestic offices; with coach-house and stabling, orchard, capital flower and kitchen gardens, vineyard, tastefully disposed lawn, with carriage drive, &c., comprising an area of four acres; also, immediately adjoining, three acres of excellent land, allotted under the Acton Inclosure. The property is freehold, and most of the land is in every way adapted for building purposes; it is within a very few minutes walk of the Acton Station, on the North and South Western Junction Railway. The residence has been recently vacated, so that possession may be had on completion of the purchase.

Particulars, with plans, may be had at the Mart, E.C.; of Messrs. WALKER & JERWOOD, Solicitors, 12, Furnival's-inn, E.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

**HAMPSHIRE.** Between Winchester, Southampton, Romsey, and Salisbury—Freehold Landed Investments, desirable for occupation, consisting of farms, with suitable houses and buildings; together with about 282 acres of capital Land, principally arable, the remainder pasture wood, &c.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 16, at TWELVE, in lots, the above valuable PROPERTY, which will consist of Mount Pleasant Farm and 113a. 2r. 34p., let to Messrs. Grace & Cole; Green's Farm, including the Lockerley and Crichel's, Green's, &c., and 90a. 1r. 23p., in the occupation of Mr. Alfred Nunn; Hatcher's Farm, containing 36a. 0r. 25p., let to Messrs. Hatcher, Grace, & Moody; some valuable enclosures of rich arable and meadow land, called Queen's Mead, &c., consisting of 41a. 3r. 7p. in the occupation of Mr. Alfred Nunn. The whole of the property is situate in the several parishes of Lockerley and East Tisbury, and is within about two miles of the Dunbridge Station on the Salisbury and Bishopstoke Branch of the London and South Western Railway, and within easy communication with the metropolis.

Particulars, with plans, may be had of Messrs. WILSON, BRISTOWS, & CARPMAEL, 1 Copthall-buildings, Throgmorton-street, E.C.; at the Auction Mart, E.C.; the place of sale; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

**OXFORDSHIRE.** within three miles of Oxford.—Capital Farm, for investment or occupation.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, 9th June, at TWELVE o'clock, in Lots, the FRIZE FARM, in the township of Water Eaton, in the parish of Kidlington; comprising farm-house and homestead, and about 160 acres of capital land, with certain rights in Fiskey Lot Meadow, in the parish of Tarnhill, freehold and free of tithes. The farm adjoins the high road from Oxford to Woodstock and Banbury, and is at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may shortly be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; of Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

## HENDON, MIDDLESEX.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** will sell by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, FREEHOLD RENT-CHARGES, in lieu of tithes, arising out of 297a. 3r. 4p. of land, in the parish of Hendon, adjoining the parish of Hampstead, principally belonging to Eton College and their lessees, and commuted at £165 9s. 4d. per annum. These rent-charges vary according to the price of corn, the value for the present year being £113 2s. 5d.

Particulars may be had at the Mart, E.C.; of Messrs. BELL, STEWARD, & LLOYD, Solicitors, 49, Lincoln's-inn-fields; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

## ESSEX.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** are instructed to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, MIDLANDS FARM, in the parish of Tillingham, about ten miles from Maldon, four from Southminster, and eight from Burnham, containing 240a. 3r. 36p. of excellent freehold land, with farmhouse and a new set of farm premises, let on lease, expiring 29th September, 1864, to Mr. C. D. Coppen, at a rent of £230 per annum. This farm offers an excellent opportunity either for investment or occupation.

Particulars, with plans, may be had at the Mart, E.C.; of Messrs. NICHOLSON & HERBERT, 34, Spring-gardens, S.W.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

## OXFORDSHIRE.—Capital Farm, for Investment or Occupation.

**MESSRS. DANIEL SMITH, SON, & OAKLEY** have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE o'clock, STOKES GRANGE FARM, in the parishes of Stoke Talmage and Wheatfield, two miles from Tetworth, five from Thame, and 15 from Oxford; comprising farm house and premises, and 230 acres of capital arable and dairy land, entirely freehold, at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may shortly be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

Y  
RT,  
ck,  
eat-  
rd;  
and  
ad-  
ari-  
ers.  
ore,  
ON,